Supreme Court, U.S.
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(8)

No. 05-1074

IN THE

Supreme Court of the United States

LILLY M. LEDBETTER,

Petitioner,

v.

GOODYEAR TIRE AND RUBBER COMPANY, INC.,

Respondent.

On Writ of Certiorari
to the United States Court of Appeals
for the Eleventh Circuit

JOINT APPENDIX

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Petition for Certiorari filed February 17, 2006

Certiorari granted June 26, 2006

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U.S. District Court
Northern District of Alabama (Eastern)
CIVIL DOCKET FOR
CASE #: 1:99-cv-03137-UWC

Date Filed	#	Docket Text
11/24/1999	1	COMPLAINT filed, amount paid $ 150.00, receipt # 200145166 (PGS) (Entered: 11/24/1999)
02/28/2000	5	ANSWER by defendant Goodyear Tire & Rub w/appear by atty(s) Jay D St Clair filed cs (PGS) (Entered: 02/28/2000)
02/05/2001	15	MOTION by defendant Goodyear Tire & Rub for summary judgment filed cs (PGS) (Entered: 02/06/2001)
02/05/2001	16	SUBMISSION of discovery by defendant Goodyear Tire & Rub in support of motion for sj (See separate folder- Vols I & II too large for file) filed cs (PGS) (Entered: 02/06/2001)
02/06/2001	17	BRIEF by defendant Goodyear Tire & Rub in Support of Motion for Summary Judgment filed cs (PGS) (Entered: 02/06/2001)
02/27/2001	21	SUBMISSION of discovery by plaintiff Lilly M Ledbetter

		filed (Vols I & II) [see separate folder] cs (PGS) (Entered: 02/28/2001)
02/27/2001	22	BRIEF by plaintiff Lilly M Ledbetter in opposition to dft's motion for summary judgment filed cs (PGS) (Entered: 02/28/2001)
01/31/2002	26	BRIEF (Reply) by defendant Goodyear Tire & Rubbber in support of the motion for summary judgment w/exhs att filed cs (Received in Judge Ott's chambers on 3/13/01) (PGS) Modified on 01/31/2002 (Entered: 01/31/2002)
04/03/2002	28	Report and Recommendation that the motion for summary judgment be granted in part and denied in part as set out filed (by Magistrate-Judge John E. Ott) motion for summary judgment cm (PGS) (Entered: 04/03/2002)
04/03/2002	29	ORDER Case reassigned to Chief Judge U W. Clemon filed (by Magistrate-Judge John E. Ott) cm (PGS) (Entered: 04/03/2002)
04/24/2002	30	MOTION by pla to extend time to w/i (10) days of 4/23/02 to file objection to the RR filed cs (DWC) (Entered:

		04/24/2002)
05/07/2002	32	OBJECTIONS by pla to RR [28-1] filed cs (DWC) (Entered: 05/07/2002)
07/31/2002	33	MEMORANDUM opinion on objections to the Magistrate Judge's Report & Recommendation filed (by Chief Judge U W. Clemon) cm (DWC) (Entered: 07/31/2002)
07/31/2002	34	ORDER, in conformity w/ the Memorandum Opinion on objections to the Magistrate Judge's R&R, SUMMARY JUDGMENT is GRANTED in favor of dft on certain claims as stated & DENIED on other claims [15-1] filed by Chief Judge U W. Clemon) cm (DWC) (Entered: 07/31/2002)
08/26/2002	35	ORDER on pre-trial hearing ; PTC held 1:30 8/19/02 ; jury trial set 12/9/02, Anniston, AL filed (by Chief Judge U W. Clemon) cm (DWC) (Entered: 08/26/2002)
01/21/2003		COURTROOM NOTES: JURY TRIAL at Anniston, AL - before the Honorable U. W. Clemon, CUSDJ - opening remarks of the court - juror Inzer and Heacock excused for

		cause - jury selected and sworn - opening remarks of the court to the jury - opening statements of counsel - plaintiff's testimony - daily adj. - (Penny Enoch, rptr.) (DGS) (Entered: 01/24/2003)
01/22/2003		COURTROOM NOTES: JURY TRIAL (UWC) - trial resumed - plaintiff's testimony resumed - plaintiff rests - defendant's testimony - defendant rests - daily adj. - (Penny Enoch) (DGS) (Entered: 01/24/2003)
01/22/2003	56	MOTION by defendant Goodyear Tire & Rub for judgment as a matter of law on the plaintiff's pay claim - filed cs (DGS) (Entered: 01/24/2003)
01/22/2003	59	56 - ORDER denying dft's motion for judgment as a matter of law [56-1] (by Chief Judge U W. Clemon) entered cm (DWC) (Entered: 01/28/2003)
01/23/2003		COURTROOM NOTES: JURY TRIAL (UWC) - trial resumed - closing arguments of counsel - court's oral charge to the jury - jury deliberations begin - daily adj. - (Penny

		Enoch, rptr.) (DGS) (Entered: 01/24/2003)
01/24/2003		COURTROOM NOTES: JURY TRIAL (UWC) - trial resumed - jury deliberations continued - written response of the court to the jury - jury verdict filed this day - written order to be entered by the court - (Penny Encoh, rptr.) (DGS) (Entered: 01/24/2003)
01/24/2003	58	VERDICT for plaintiff Lilly M Ledbetter against defendant Goodyear Tire & Rub filed (DGS) (Entered: 01/24/2003)
01/28/2003	60	ORDER (Judgment) filed: based solely on the Special Verdict of the Jury, JUDGMENT in the amt $3,843,014.93 ENTERED in favor of pla & against dft; a reasonable atty's fee & costs are taxed against dft (by Chief Judge U W. Clemon) to dismiss case cm (DWC) (Entered: 01/28/2003)
02/07/2003	63	RENEWED MOTION by dft for judgment as a matter of law , and, in the alternative, for new trial or remittitur filed cs (DWC) (Entered: 02/10/2003)
02/07/2003	65	BRIEF by dft in support of its Renewed motion for judgment

		as a matter of law w/attachments filed cs (DWC) (Entered: 02/10/2003)
05/09/2003	73	OPPOSITION by pla to dft's motion for judgment as a matter of law [63-1], motion for new trial or remittitur [63-2] filed cs [bound filed in expandable folder] (DWC) (Entered: 05/12/2003)
06/02/2003	76	NOTICE of compliance (pla's lost wages submission) by pla with the court's 5/30/03 hearing w/exhs atta filed cs (DWC) (Entered: 06/03/2003)
06/03/2003	77	OBJECTIONS by dft to pla's lost wages submission [76-1] filed cs (DWC) (Entered: 06/04/2003)
06/04/2003	78	REPLY by pla to dft's objection to lost wage submission [77-1] filed cs (DWC) (Entered: 06/05/2003)
09/24/2003	79	MEMORANDUM opinion on post-trial motions filed (by Chief Judge U W. Clemon) cm (KWC) (Entered: 09/24/2003)
09/24/2003	80	ORDER on post-trial motions; denying pla's motion for attorney fees & expenses [62-1], without prejudice to its

		automatic reinstatement in event that pla agrees to remittitur; granting motion for judgment as a matter of law [63-1] solely to entent that jury's award of 328,597.93 in backpay is VACATED; in all other respects, motion for judgment as a matter of law is DENIED; dft's alternative motion for a remittitur is GRANTED; jgmt previously entered in case is hereby REDUCED to $360,000.00 conditioned on pla's filing her assent to remittitur w/in 15 days of this order; denying motion for new trial [63-2] on condition that pla assents to remittitur. Should pla fail to assent to remittitur w/in time fixed, court will reconsider motion sua sponte and GRANT it on issue of damages only; filed (by Chief Judge U W. Clemon) cm (KWC) (Entered: 09/24/2003)
10/14/2003	87	NOTICE of appeal by defendant Goodyear Tire & Rub from District Court decision [80-1] ; notice of appeal, order appealed from and court copy of docket entries w/transmittal letter mailed cm (BST) (Entered:

		10/15/2003)
10/24/2003		NOTIFICATION by Circuit Court of Appellate docket number #03-15264-G (KWC) (Entered: 10/24/2003)
11/04/2005	96	USCA JUDGMENT as to 87 Notice of Appeal; It is hereby ORDERED that the attached Opinion is entered as Judgment, the USDC judgement is REVERSED and INSTRUCTED to Dismiss plaintiff Ledbetter's complaint with prejudice, Issued As Mandate 11/03/2005 (SRJ,) (Entered: 11/07/2005)
11/21/2005	97	ORDER OF DISMISSAL with prejudice w/costs hereby taxed against plaintiff consistent with U.S. Court of Appeals-11th Circuit's Mandate 11/2/2005. Signed by Judge U W Clemon on November 21, 2005. (SRJ,) (Entered: 11/21/2005)

General Docket
United States Court of Appeals for the Eleventh Circuit
No. 03-15264-GG

Lilly M. Ledbetter v. Goodyear Tire & Rubber

File Date	Entry	Party	Pending
10/21/2003	DKT2 (Docketing - Regular Notice) issued. cc: Perry D. Mathis To: St. Clair, Jay Daniel cc: Estes, Kathy H. cc: Kent, Ronald H., Jr. cc: Quinn, C. Michael cc: Goldfarb, Jon Craig cc: Weiner, Maury Steven		No
10/24/2003	Civil Appeal Statement Form:	Goodyear Tire and Rubber Company, Inc.	No
01/15/2004	Record Excerpts: (Atty: Jay Daniel St. Clair)	Goodyear Tire and Rubber Company, Inc.	No
01/16/2004	E-Brief Tendered: Appellant by Kelly H. Estes for Goodyear Tire and Rubber Company, Inc.	Goodyear Tire and Rubber Company, Inc.	No
01/20/2004	Appellant Brief Filed: (Atty: Jay Daniel St. Clair)	Goodyear Tire and Rubber	No

		Company, Inc.	
02/26/2004	E-Brief Tendered: Appellee by Jon Craig Goldfarb for Lilly M. Ledbetter	Lilly M. Ledbetter	No
02/26/2004	Certificate of Readiness		No
03/01/2004	Appellee Brief Filed: (Atty: C. Michael Quinn)	Lilly M. Ledbetter	No
03/12/2004	Record on Appeal		No
03/12/2004	Exhibits: (Atty: Jay Daniel St. Clair)	Goodyear Tire and Rubber Company, Inc.	No
03/15/2004	E-Brief Tendered: Reply by Kelly H. Estes for Goodyear Tire and Rubber Company, Inc.	Goodyear Tire and Rubber Company, Inc.	No
03/16/2004	Reply Brief Filed: (Atty: Jay Daniel St. Clair)	Goodyear Tire and Rubber Company, Inc.	No
09/16/2004	Oral Argument Scheduled: 09/16/04		No
08/23/2005	Judgment Entered		No
08/23/2005	Opinion Issued-REVERSED		No
09/13/2005	Petition for Rehearing En Banc: (Atty: C. Michael Quinn)	Lilly M. Ledbetter	No

09/15/2005	Motion to File Amicus Petition for Rehearing from EEOC		No
10/26/2005	Motion of the EEOC for leave to file a brief as amicus in support of petition for rehearing en banc filed by the appellee, Ledbetter is GRANTED. GBT/JFD/WHP		No
10/26/2005	The Petition(s) for Rehearing are DENIED and no Judge in regular active service on the Court having requested that the Court be polled on rehearing en banc, the Petition(s) for Rehearing En Banc are DENIED.		No
10/26/2005	Amicus brief of EEOC in support of Appellee.:	Equal Employment Opportunity Commission	No
11/03/2005	CASE CLOSED-Mandate Issued		No
01/17/2006	Ext. for Filing Certiorari Granted: to 2/17/06 App#05A633	Lilly M. Ledbetter	No
02/27/2006	Notice of Filing Certiorari: #05-1074(Atty: Jay Daniel St. Clair)	Goodyear Tire and Rubber Company, Inc.	No

07/03/2006	Certiorari Granted: SC# 05-1074	Goodyear Tire and Rubber Company, Inc.	No

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
EASTERN DIVISION

LILLY M. LEDBETTER	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**CIVIL ACTION NO:**
	)	**JURY DEMAND**
GOODYEAR TIRE AND	)	
RUBBER COMPANY,	)	
INC.,	)	
	)	
Defendant.	)	

COMPLAINT

I. JURISDICTION

1. The jurisdiction of this Court is invoked pursuant to the Act of Congress known as 28 U.S.C. §§ 1331, 1334(4), 2201, 2202, 42 U.S.C. § 2000e et seq., 29 U.S.C. §206(d) and 29 U.S.C §621 et seq. This suit is authorized and instituted pursuant to Title VII of the Act of Congress known as the "Civil Rights Act of 1964," as amended by the Civil Rights Act of 1991, 42 U.S.C. § 2000e et seq., the "Equal Pay Act" of the "Fair Labor Standards Act", 29 U.S.C. §206(d) and 29 U.S.C. 215(a)(3) and the "Age Discrimination in Employment Act", 29 U.S.C. §621 et seq. The jurisdiction of this Court is invoked to secure protection of and redress deprivation of rights secured by 42 U.S.C. § 2000 et seq., providing for injunctive and other relief against sex discrimination, and by 29 U.S.C. §206(d) providing for relief for sex discrimination in compensation, and by 29 U.S.C. §621 et seq. providing for injunctive and other relief against age discrimination.

2. The plaintiff timely filed her charge of sex discrimination with the Equal Employment Opportunity Commission (E.E.O.C.) within 180 days after the last discriminatory treatment and has timely filed this complaint within 90 days of receiving her Right-To-Sue Letter from the E.E.O.C.

II. PARTIES

3. The plaintiff, Lilly M. Ledbetter, hereinafter "Plaintiff", is a female born on April 14, 1938. She is a resident of the State of Alabama and a citizen of the United States and was so during the relevant time period of this complaint.

4. The defendant, Goodyear Tire and Rubber Company, hereinafter "Defendant", is an entity subject to suit under Title VII of the Act of Congress known as the "Civil Rights Act of 1964," as amended by the Civil Rights Act of 1991, 42 U.S.C. § 2000e et seq. The defendant is an entity subject to suit under the "Equal Pay Act", 29 U.S.C. §206(d). The defendant is an entity subject to suit under the ADEA, 29 U.S.C. §621, et seq. The defendant employs at least twenty (20) persons.

III. FACTS

5. The plaintiff was employed by defendant from February 5, 1979, until October 31, 1998, when the defendant forced her into early retirement.

6. The plaintiff worked as an Area Manager in the Tire Room at the Gadsden Goodyear plant from November 1, 1985, until January 3, 1998, and was the only female manager out of sixteen managers.

7. In June of 1998, the defendant required the plaintiff to transfer to the position of Technical Engineer.

8. On October 31, 1998, the defendant forced the plaintiff into early retirement.

IV. COUNT I – Equal Pay Act

9. The plaintiff re-alleges and incorporates by reference paragraphs 1-8 above with the same force and effect as if fully set out in specific detail herein below.

10. As an Area Manager, the plaintiff was similarly situated with her male co-workers and was doing equal work in the same establishment.

11. However, the plaintiff's male co-workers who were doing identical work were paid at a higher rate than she.

12. The plaintiff was involuntarily transferred to the position of Technical Engineer in June of 1998. After her transfer, the plaintiff was again paid at a lower rate than similarly situated male Technical Engineers doing identical work in the same establishment.

13. The defendant willfully and maliciously discriminated against the plaintiff in pay because of her sex.

V. Count II – Title VII Disparate Treatment

A. Discrimination in Wages

14. The plaintiff performed work equal or substantially equal to that of the male Area Managers, but received less pay for a substantially similar job.

15. The defendant had a practice of offering overtime work first to male Area Managers. The defendant offered overtime to the plaintiff only after each male turned down the offer, even though the plaintiff expressed interest in working overtime.

B. Discrimination in Evaluation

16. In January of 1998, the plaintiff received a discriminatory evaluation in which she received a low score while men performing the same job in the same manner as she received a higher evaluation score.

C. Discrimination in Terms and Conditions of Employment

17. The plaintiff's male supervisors and co-workers intentionally isolated her by excluding her.

18. For example, Jerry Jones, the Business Center Manager, regularly excluded the plaintiff from division meetings that he conducted with only the male Area Managers present.

D. The Transfer to Technical Engineer

19. The plaintiff was involuntarily transferred from the position of Area Manager to that of Technical Engineer on January 5, 1998. This position removed the plaintiff's supervisory responsibilities.

20. This transfer effectively prohibited the plaintiff from receiving more pay increases and reduced her retirement income.

21. The plaintiff was the only Area Manager transferred out of the sixteen (16) Area Managers.

22. After transferring the plaintiff out of the Area Manager position, the defendant filled her position with a man.

23. After the plaintiff's removal from the Area Manager position, there were no female Area Managers.

24. The defendant's act of forcing the plaintiff to transfer to the Technical Engineer job was a clear intent to cause her resignation as the Technical Engineer position required the plaintiff to do extensive manual labor including lifting two hundred and fifty (250) eighty (80) pound tires off of one truck and onto another.

25. The plaintiff was the only woman in that position.

26. Despite the grueling physical barriers the defendant threw in front of the plaintiff, the plaintiff did her job.

E. Disparate Treatment in Training and Discipline

27. The plaintiff received no training for the Technical Engineer position, and there was no job procedure manual or written job description available to the plaintiff.

28. The plaintiff was suspended for 3 days for allegedly making an error that similarly situated men made and were not suspended.

VI. Count III – Age Discrimination in Employment Act Disparate Treatment

29. The plaintiff re-alleges and incorporates by reference paragraphs 1-28 above with the same force and effect as if fully set out in specific detail herein below.

30. Plaintiff was over age 40 at the time of the relevant acts of discrimination. Out of the 20 Area Managers, the plaintiff was the oldest.

31. The defendant willfully discriminated against the plaintiff because of her age by transferring her to the position of Technical Engineer.

32. When the plaintiff was transferred to the position of Technical Engineer, her Area Manager position was filled by a younger male named Steve Thompson, her former co-worker. In turn, the defendant promoted a male in his twenties (20's) into the Area Manager position vacated by Thompson.

33. Significantly younger Area Managers received substantially higher salaries than the plaintiff for substantially equal work.

34. The defendant disciplined the plaintiff by suspending her for three days from her position as Technical Engineer when similarly situated Technical Engineers younger than the plaintiff were not disciplined for committing similar errors.

VII. Count IV – Retaliation in Violation of the Equal Pay Act, and Title VII

35. In the fall of 1997, the plaintiff objected to the defendant's discriminatory pay practice by complaining to her supervisor, Jerry Jones, that she was being paid unfairly compared to her male co-workers performing similarly in equal positions.

36. Shortly thereafter, Jones instructed the plaintiff that it was in her own best interest to interview for and accept the position of Technical Engineer.

37. In January of 1999, the defendant moved the plaintiff to that position.

38. The defendant has further retaliated against the plaintiff by failing to re-hire her. The plaintiff properly applied for an Area Manager position at Goodyear on November 8, 1999. The Employment Specialist, Don Gardner, told her that they are not rehiring for Area Manager positions.

39. However, there are five (5) Area Manager positions available and at least one male Area Manager who retired was rehired. To this date, the defendant has refused to rehire the plaintiff.

VIII. Count V – Constructive Discharge

40. The plaintiff re-alleges and incorporates by reference paragraphs 1-39 above

with the same force and effect as if fully set out in specific detail herein below.

41. The defendant created an environment so hostile and abusive that the

plaintiff suffered depression requiring medical treatment.

42. Eventually, the terms and conditions of her Technical Engineer job and the unwarranted discipline by the defendant forced the plaintiff into resignation against her will.

IX. PRAYER FOR RELIEF

WHEREFORE, the plaintiff respectfully prays that this Court assume jurisdiction of this action and after trial:

1. Issue a declaratory judgment that the employment policies, practices, procedures, conditions and customs of the defendant, Goodyear, are violative of the rights of the plaintiff as secured by Title VII of the Act of Congress known as the "Civil Rights Act of 1964," as amended, 42 U.S.C. § 2000e et seq., the "Equal Pay Act", 29 U.S.C. §206(d) and 29 U.S.C. 215(a)(3) and the "Age Discrimination in Employment Act", 29 U.S.C. §621 et seq.

2. Grant the plaintiff a permanent injunction enjoining the defendant, Goodyear, its agents, successors, employees, attorneys and those acting in concert with the defendants, from continuing to violate Title VII of the Act of Congress known as the "Civil Rights Act of 1964," as amended, 42 U.S.C. § 2000e et seq. and the "Equal Pay Act", 29 U.S.C. §206(d) and 29 U.S.C. 215(a)(3) and the "Age Discrimination in Employment Act", 29 U.S.C. §621 et seq

3. Enter an Order requiring the defendant to make the plaintiff whole by awarding her reinstatement, lost wages (plus interest), liquidated damages, compensatory and

punitive damages, front pay and loss of benefits including retirement, pension seniority and other benefits of employment.

4. The plaintiff further prays for such other relief and benefits as the cause of justice may require, including, but not limited to, an award of costs, attorneys' fees and expenses.

THE PLAINTIFF DEMANDS
A TRIAL BY STRUCK JURY

Respectfully submitted,

Jon C. Goldfarb (GOL015)
Susan W. Bullock
Attorneys for Plaintiff

OF COUNSEL:
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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
EASTERN DIVISION

LILLY M. LEDBETTER,	)	
Plaintiff,	)	
v.	)	**CIVIL ACTION NO. CV--99-JEO-3137-E**
GOODYEAR TIRE AND RUBBER COMPANY, INC.,	)	
Defendant.	)	

ANSWER

COMES NOW Defendant, Goodyear Tire and Rubber Company, Inc. ("Goodyear"), and for answer to plaintiff's complaint, states as follows:

FIRST DEFENSE

To the extent Plaintiff seeks to recover under Title VII, as amended, for events occurring more than 180 days before she filed her EEOC charge, such claims are barred by

Plaintiff's failure to file a timely charge of discrimination, a necessary condition precedent to suit.

SECOND DEFENSE

To the extent Plaintiff has not filed her Complaint within ninety (90) days of the date she received her Notice of Right to Sue from the EEOC, her claims under Title VII, as amended, are untimely.

THIRD DEFENSE

To the extent Plaintiff seeks recovery under Title VII, as amended, for events that are not like or related to the allegations in her EEOC charge she has failed to satisfy a necessary condition precedent to suit.

FOURTH DEFENSE

To the extent Plaintiff's claims occurred beyond the applicable statutes of limitations period, those claims are barred.

FIFTH DEFENSE

Plaintiff's claims for equitable relief may not be tried before a jury.

SIXTH DEFENSE

To the extent that Plaintiff's Complaint challenges employment decisions affecting her, such decisions were made on the basis of legitimate non-discriminatory factors. To the extent a fact finder finds otherwise, Goodyear would nevertheless have made the same decisions regarding Plaintiff.

SEVENTH DEFENSE

To the extent Plaintiff has failed to satisfy her duty to mitigate her damages, Plaintiff's claims for backpay should be dismissed.

EIGHTH DEFENSE

Plaintiff's claims are barred in whole or in part by the doctrines of unclean hands, waiver, laches, and estoppel.

NINTH DEFENSE

Plaintiff's damages under Title VII, if any, are subject to limitations found at 42 U.S.C. ' 1981a(b)(3).

TENTH DEFENSE

Plaintiff is not entitled to an award of punitive damages as she has not pled and cannot prove facts sufficient to support an award under applicable law.

ELEVENTH DEFENSE

An award of punitive damages against Goodyear would violate the constitutions of the United States and the State of Alabama.

TWELFTH DEFENSE

Plaintiff cannot recover punitive damages against defendant because such an award, which is penal in nature, would violate defendant's constitutional rights protected under the Alabama Constitution of 1901, as amended (the "Alabama Constitution"), and the Constitution of the United States (the "United States Constitution"), unless defendant is afforded the same procedural safeguards as are criminal defendants, including, but not limited to, the right to avoid self-incrimination, the right to forego production and

disclosure of incriminating documents, and the right to the requirement of a level of proof beyond a reasonable doubt.

THIRTEENTH DEFENSE

Based upon Alabama procedures relative to punitive damages, which provide no objective, logical, or reasonable standards or criteria which govern the award, and the amount of the award, of punitive damages, Goodyear is denied equal protection of the laws as guaranteed by the Fourteenth Amendment to the United States Constitution, and Article 1, " 1, 6, and 22 of the Alabama Constitution, separately and severally.

FOURTEENTH DEFENSE

Goodyear adopts all defenses made available to it under the decision rendered by the United States Supreme Court in BMW of North America, Inc. v. Gore, 116 S. Ct. 1589 (1996).

FIFTEENTH DEFENSE

Plaintiff is not entitled to an award of punitive damages because Goodyear made a good faith effort to comply with Title VII.

SIXTEENTH DEFENSE

For answer to the numbered paragraphs of Plaintiff's Complaint, Goodyear says as follows:

1) Goodyear admits that this Court has subject matter jurisdiction over all claims brought by this Plaintiff pursuant to Title VII of the Civil Rights Act of 1964, as amended. Goodyear denies that it has in any way violated that statute, that Plaintiff is entitled to any relief and that Plaintiff may try any claims for equitable relief before a jury.

2) Goodyear admits that Plaintiff was employed by Goodyear in Butler County, Alabama, which is in the Middle District of the State of Alabama.

3) Upon information and belief, Goodyear admits that Plaintiff is black, over 19 years of age, and a

citizen of the United States and the State of Alabama, residing in Butler County, Alabama.

4) Goodyear

5) No response is required. However, Goodyear denies that it has violated any law or that Plaintiff is entitled to any relief whatsoever from Goodyear.

6) Goodyear admits that plaintiff is black. Otherwise, Goodyear denies the allegations in Paragraph 6 of the Complaint.

7) Goodyear denies the allegations in Paragraph 7 of the Complaint.

8) Goodyear denies the allegations in Paragraph 8 of the Complaint.

9) Goodyear denies the allegations in Paragraph 9 of the Complaint.

10) Goodyear readopts and herein reincorporates its previous responses.

11) Goodyear admits the allegations in Paragraph 11 of the Complaint, except that Goodyear's corporate records indicate that plaintiff was hired by

12) Goodyear denies the allegations in Paragraph 12 of the Complaint.

13) Goodyear admits the allegations in Paragraph 13 of the Complaint, except that Goodyear's records indicate that Plaintiff's transfer was effective

14) Goodyear admits that Plaintiff's pay went from $350.00 per week to $6.25 per hour after the transfer and that her benefits were changed.

15) Goodyear admits that plaintiff was replaced as manager by (white, female). Otherwise, denied.

16) Goodyear admits that made the decision to demote Plaintiff from manager to assistant manager.

17) Goodyear admits that the Equal Employment Opportunity Commission received plaintiff's Charge of Discrimination complaining of adverse treatment on

18) Goodyear admits that plaintiff's position as assistant manager required her to work fewer hours and that Plaintiff quit effective. Otherwise, Goodyear denies the allegations in Paragraph 18 of the Complaint.

19) Goodyear denies the allegations in Paragraph 19 of the Complaint.

20) Goodyear denies the allegations in Paragraph 20 of the Complaint.

21) Goodyear readopts and herein reincorporates its previous responses.

22) Goodyear admits the allegations in Paragraph 22 of the Complaint.

23) Goodyear denies the allegations in Paragraph 23 of the Complaint.

24) Goodyear admits that Plaintiff was demoted from manager to assistant manager. Otherwise, denied.

25) Goodyear denies the allegations in Paragraph 25 of the Complaint.

26) Goodyear denies the allegations in Paragraph 26 of the Complaint.

27) Goodyear admits the allegations in Paragraph 27 of the Complaint.

28) Goodyear denies the allegations in Paragraph 28 of the Complaint.

29) Goodyear admits that Plaintiff was demoted from manager to assistant manager. Otherwise, denied.

30) Goodyear denies the allegations in Paragraph 30 of the Complaint.

31) Goodyear denies the allegations in Paragraph 31 of the Complaint.

32) Goodyear admits that Plaintiff filed a Charge of Discrimination with the Equal Employment Opportunity Commission.

33) Goodyear denies the allegations in Paragraph 33 of the Complaint.

34) Goodyear denies the allegations in Paragraph 34 of the Complaint.

35) Except to the extent expressly admitted, Goodyear denies all allegations in the Complaint.

WHEREFORE, Goodyear demands a judgment in its favor and an award of its costs in defending this action.

Ronald H. Kent, Jr.
(KEN030)

Attorney for Defendant
Goodyear Tire and Rubber Company, Inc.

CERTIFICATE OF SERVICE

I hereby certify that I have this date served the foregoing on:

Jon C. Goldfarb
Susan W. Bullock
Gordon, Silberman Wiggins & Childs, P.C.
1400 SouthTrust Tower
Birmingham, Alabama 35203

by placing a copy of same in the United States Mail, first-class postage prepaid and addressed to his regular mailing address, on this ____th day of February, 2000.

OF COUNSEL

[*23]

BY MR. GOLDFARB:

Q. MRS. LEDBETTER, WHERE WERE YOU BORN AND RAISED?

A: CALHOUN COUNTY, ALABAMA.

Q. AND ARE YOU MARRIED?

A. YES, I AM.

Q. IS THIS YOUR HUSBAND BACK HERE?

A. YES, SIR.

Q. HOW LONG HAVE YOU BEEN MARRIED?

A. 47 YEARS.

Q. WHAT IS YOUR DATE OF BIRTH?

A. APRIL 14TH, 1938. I'M 64 YEARS OLD.

Q. TELL ME BRIEFLY WHAT YOUR EDUCATIONAL BACKGROUND IS.

A. FINISHED JACKSONVILLE HIGH SCHOOL, AND I HAVE APPROXIMATELY

SIXTY HOURS OF COLLEGE CREDIT.

Q. WHERE DO YOU GO TO COLLEGE?

A. JACKSONVILLE STATE, GEORGIA, AND I HAVE SOME CLASSES FROM [*24] MEMPHIS STATE UNIVERSITY AND AUBURN.

Q. WHAT YEAR DID YOU START WORKING AT THE GOODYEAR COMPANY?

A. FEBRUARY 5TH, 1979.

Q. PRIOR TO THAT, WHAT DID YOU DO, BRIEFLY?

A. I WAS – WORKED FOR GENERAL ELECTRIC AND THEN I STAYED HOME

FOR TEN YEARS TO RAISE MY CHILDREN. AND THEN I WENT TO WORK FOR JACKSONVILLE STATE UNIVERSITY, ASSISTANT FINANCIAL AID DIRECTOR. AND WHEN I WENT TO GOODYEAR, I WAS A DISTRICT MANAGER FOR H & R BLOCK. I MANAGED FOURTEEN LOCATIONS.

Q. WHEN YOU STARTED AT GOODYEAR IN FEBRUARY OF '79, WHAT JOB DID YOU START IN?

A. I WAS HIRED IN ON THE SQUAD, WHICH WAS SUPERVISOR'S TRAINING PROGRAM, AND LATER I BECAME A SUPERVISOR.

Q. HOW LONG, APPROXIMATELY, DID YOU WORK AS A SUPERVISOR AT THE GOODYEAR PLANT?

A. MY ENTIRE CAREER, EXCEPT FOR THOSE LAST FEW MONTHS OF 1998 AS A TECHNOLOGIST SPECIALIST.

Q. WE'VE HEARD SOMETHING CALLED AREA MANAGER. AT SOME POINT IN TIME, DID THE TITLE CHANGE?

A. YES, IT WAS A SUPERVISOR. AND IN 1985, THEY CHANGED THE JOB DESCRIPTION SOMEWHAT, ADDED ADDITIONAL RESPONSIBILITY TO THE JOB, AND IT CHANGED TO AREA MANAGER AT THAT TIME.

Q. WHEN THE JOB TITLE CHANGED OVER TO AREA MANAGER, WERE YOU REQUIRED TO GO THROUGH SOME SPECIAL TRAINING? **[*25]**

A. YES, WE WERE.

Q. WHAT WAS THAT FOR?

A. THAT WAS IN ORDER TO PREPARE US AND HAVE US READY TO SUPERVISE THE MAINTENANCE AND ELECTRICIAN PEOPLE.

Q. WERE YOU TESTED ON THAT TRAINING ON ELECTRICAL AND MECHANICAL?

A. YES, I WAS.

Q. HOW DID YOU SCORE ON THAT TEST IN COMPARISON TO ALL THE MEN THAT YOU WERE WORKING WITH?

A. WITH THE MECHANICAL, I FINISHED SECOND OUT OF ALL THE 44 TO 60 PEOPLE; AND THE ELECTRICIAN'S TEST, I FINISHED FOURTH OUT OF ALL OF THEM. AND THEN WHEN YOU AVERAGED THE TWO GRADES TOGETHER, I FINISHED SECOND.

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[*29]

Q. DID THE PLANT MANAGER, RICHARD ODELL, SAY ANYTHING THAT INDICATED THAT YOU WERE NOT WELCOME THERE AS A WOMAN?

A. YES, SIR.

Q. WHAT DID HE SAY TO YOU?

A. HE SAID THAT – THAT THAT PLANT DID NOT NEED WOMEN, THAT WE DIDN'T HELP IT, WE CAUSED PROBLEMS.

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[*30]

Q. NAME FOR ME THE OTHER WOMEN THAT YOU KNOW OF THAT WORKED AS AREA MANAGERS WHEN YOU WERE AN AREA MANAGER.

A. JOANNE FIRESTONE WAS THERE FOR A FEW YEARS. SHE QUIT. CATHY ROBERTSON, SHE WAS AN AREA MANAGER. SHE CAME ON

BOARD ABOUT 1993, AND I BELIEVE SHE QUIT IN 1998.

Q. DO YOU KNOW OF ANY OTHER WOMEN WHO WORKED AS AREA MANAGERS?

A. NOT WHILE I WAS THERE. I CAN'T THINK OF ANY RIGHT NOW.

Q. APPROXIMATELY, SO WE AN GET AN UNDERSTANDING – THERE'S YOU AND THOSE TWO OTHER WOMEN FOR A SHORT PERIOD OF TIME – APPROXIMATELY HOW MANY MEN WORKED AS AREA MANAGERS?

A. PROBABLY SOMEWHERE IN THE NEIGHBORHOOD OF EIGHTY.

Q. DURING THAT ENTIRE PERIOD?

A. DURING MY ENTIRE CAREER.

Q. DO YOU KNOW OF ANY WOMAN WHO WORKED AS AN AREA MANAGER FOR AS LONG AS YOU DID?

A. NO, SIR, I DO NOT.

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[*31]

Q. WHEN YOU STARTED AT GOODYEAR, WHO WERE THE OTHER MALES THAT STARTED OFF WORKING WITH YOU, CONTINUED TO

WORK WITH YOU, UP UNTIL THE END OF YOUR EMPLOYMENT?

A. STEVE THOMPSON, DAVID BARNES, JIMMY TODD, TERRY AMBERSON, DONALD MYERS.

Q. OKAY. HAVE YOU HAD AN OPPORTUNITY TO GO THROUGH THE – THE FIVE MEN – THOSE FIVE MEN – HAVE YOU HAD AN OPPORTUNITY TO LOOK AT THEIR PAY RECORDS IN COMPARISON TO YOURS?

A. YES, SIR, I HAVE.

Q. HAVE YOU LOOKED AT THEIR PAY RECORDS UP UNTIL THE PRESENT?

A. YES, SIR.

Q. AND WHEN YOU WERE LOOKING AT THEIR PAY RECORDS, DID YOU ASSIST MY PARALEGAL IN GOING GO THROUGH AND CREATING A CHART?

A. YES, WE DID.

(MR. GOLDFARB HOLDING LARGE CHART.)

THE COURT: DON'T SHOW IT TO THE JURY UNTIL IT'S RECEIVED IN EVIDENCE.

MR. GOLDFARB: OKAY.

Q. THIS IS A CHART – IS THIS A CHART THAT YOU CREATED, MRS. LEDBETTER?

A. YES, SIR, IT IS.

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[*34]

Q. QUICKLY, JUST RUNNING THROUGH THIS, ON APRIL 1ST, 1979, WHAT WAS YOUR SALARY AND THE SALARY OF THE MEN AT THAT TIME?

A. EACH OF US WAS MAKING $16,760.52.

Q. AND THEN OCTOBER 1979, WHAT WAS YOUR SALARIES?

A. EACH OF US CONTINUED TO KEEP THE SAME SALARY AT $18,216.96.

Q. DID YOU CONTINUE TO HOLD THE SAME JOB TITLE THAT THESE MEN HELD DURING YOUR CAREER?

A. YES, SIR, I DID.

Q. THEY WERE ARE MANAGERS AND YOU WERE AN AREA MANAGER?

A. YES, SIR.

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[*36]

Q. LET'S JUST TALK ABOUT MR. MAUDSLEY.

A. OKAY.

Q. DID MR. MAUDSLEY – WHAT WAS HIS JOB AT THAT PARTICULAR TIME, WHAT DID HE DO TO YOU?

A. HE WAS MY BUSINESS CENTER MANAGER, OR AT THAT TIME, THEY WERE CALLED DEPARTMENT FOREMEN. HE WAS RATING ME, DOING THE ANNUAL EVALUATIONS.

AND HE TOLD ME THAT IF I WOULD MEET HIM OVER AT THE RAMADA INN IN ATTALLA, THAT I POSSIBLY COULD MOVE UP FROM BEING EVALUATED ELEVEN OUT OF TWELVE, WHICH IS NEAR THE BOTTOM; OR I MIGHT BE UP TO FIVE OR MAYBE EVEN A THREE.

Q. WHAT ELSE DID MR. MAUDSLEY SAY?

A. AND HE SAID IF I DIDN'T DO THAT, THAT I WOULD NOT GET EVALUATED VERY HIGHLY. AND I ASKED HIM HOW COULD HE DO THAT, BASED ON MY JOB [*37] PERFORMANCE. AND HE SAID IT WAS MORE IMPORTANT AT GOODYEAR THAT MY BOSSES LIKED ME THAN ME TO DO A GOOD JOB.

THE COURT: NOW, LADIES AND GENTLEMEN, LET ME GIVE YOU A CAUTIONARY INSTRUCTION. YOU SHOULD NOT RECEIVE THIS TESTIMONY AND EVIDENCE FOR THE PURPOSE OF ASSESSING DAMAGES,

BECAUSE IT OCCURRED TOO FAR BACK IN TIME OF LIABILITY FOR THE COMPANY.

Q. WHAT DID YOU DO AFTER MR. MAUDSLEY MADE THAT COMMENT TOWARDS YOU?

A. WELL, I TRIED TO HANDLE IT MYSELF FOR A WHILE AND IT CONTINUED TO GET WORSE, SO I WENT TO JERRY JONES FOR ASSISTANCE. BECAUSE AT THAT TIME, HE WAS IN H.R. AND HE WAS PERSONNEL SPECIALIST IN THE RADIAL PLANT.

Q. SO, JERRY JONES IS THE NAME OF THIS – HE WAS A PERSONNEL SPECIALIST?

A. THAT'S WHAT I KNEW HIM AS.

Q. SO YOU WENT TO JERRY JONES, AND WHAT DID YOU SAY TO HIM?

A. I TOLD HIM I NEEDED SOME ASSISTANCE, I WAS BEING HARASSED; AND I NEEDED TO EITHER BE MOVED OR I NEEDED SOMEBODY TO HELP ME IN REGARDS TO MY SITUATION.

Q. WHAT DID JERRY JONES SAY TO YOU WHEN YOU TOLD HIM ABOUT

WHAT MR. MAUDSLEY HAD DONE ABOUT THE SEXUAL HARASSMENT? WHAT DID HE SAY?

A. HE TOLD ME I WAS A TROUBLEMAKER, AND THAT MR. – WE'RE NOT TALKING ABOUT – HE SAID THAT THESE MEN HAD GOOD

CAREERS [*38] AT GOODYEAR AND THEY WERE NOT GOING TO DISMISS THEM; AND THAT GOODYEAR REALLY DIDN'T NEED TROUBLEMAKERS LIKE ME.

Q. AND IS THAT – AFTER THAT IS WHEN YOU FILED YOUR EEOC CHARGE?

A. YES, SIR. WELL, ACTUALLY, I HAD ANOTHER MEETING WITH MR. JONES SOME TIME LATER, AND HE SAID THEN THAT THEY WOULD GET RID OF ME. AND THAT'S WHEN I WENT TO THE PAY PHONE AND CALLED EEOC.

Q. WHAT HAPPENED WITH THE EEOC?

A. I BEGGED THEM TO GET A CHARGE IN THERE BEFORE THE NEXT WEEK, BECAUSE I KNEW THAT WHEN – BY THE NEXT WEEK, THAT I'D PROBABLY BE TERMINATED.

Q. AND THEN – SO YOU FILED AN EEOC CHARGE; RIGHT?

A. YES, SIR.

Q. THAT'S EXHIBIT 3?

A. YES, SIR.

Q. AND THEN AFTER YOU FILED THE EEOC CHARGE, HOW WAS THAT RESOLVED?

A. I RECEIVED THE RIGHT TO SUE, AND THEN WE – THE COMPANY AND I REACHED AN

AGREEMENT, AND I GOT MY AREA MANAGER'S JOB BACK AND MOVED AWAY FROM THOSE TWO.

Q. SO YOU WERE PUT – YOU HAD BEEN TAKEN OUT OF THE MANAGEMENT JOB AND YOU GOT PUT BACK IN THE AREA MANAGER JOB IN 1982 OR '83?

A. YES, SIR.

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[*40]

Q. NOW, FROM 1990 TO 1998, MOVING ON UP TO – CLOSER TO THE PRESENT, AND UP TO THE PRESENT WHEN YOU LEFT – DID YOU WORK WITH, OR WERE YOU SUPERVISED BY MR. MAUDSLEY OR MR. JONES?

A. YES. YES, SIR.

Q. WHO AMONG – WHO OF THOSE TWO SUPERVISED YOU FIRST?

A. I HAD – WELL, ACTUALLY, I WASN'T SUPERVISED BY MAUDSLEY. HE WAS MY AUDITOR.

Q. WHAT IS AN AUDITOR?

A. AN AUDITOR IS ONE WHO COMES THROUGH THE DEPARTMENT AND HE CHECKS CERTAIN ASPECTS OF THE DEPARTMENT, WHETHER IT BE SAFETY, HOUSEKEEPING – THERE'S

ABOUT EIGHT DIFFERENT THINGS THAT HE CHECKS – AND HE EVALUATES. HE HAS FORMS HE FILLS OUT. AND THEN ALSO, THE AREA MANAGERS COMPLETE CERTAIN |*41| FORMS, DOCUMENTS. AND MY – THE TIRE BUILDERS, THE WORKERS, FILLED OUT FORMS; AND WE, IN TURN, TURNED THOSE IN, AND HE KEEPS CHECK ON THOSE, TOO.

Q. MR. MAUDSLEY WOULD KEEP RECORDS OF YOUR PERFORMANCE –

A. THAT'S CORRECT.

Q. – THROUGH THESE AUDITS? HOW DID HE EVALUATE YOU?

A. VERY POORLY. IN FACT, HE COME THROUGH THE DEPARTMENT AND WRITE PEOPLE UP FOR NOT – FOR EXAMPLE, NOT HAVING SAFETY EQUIPMENT ON. AND YOU COULD BE – I COULD BE STANDING THERE LOOKING AT THEM AND THEY'D HAVE IT ON. BUT YET HE WOULD FILL THE PAPERWORK OUT THAT THEY DID NOT HAVE IT ON. HE'D ALSO SAY I HADN'T TURNED IN FORMS, AND I HAD.

Q. SO, SAFETY EQUIPMENT, SUCH AS – SAY, FOR EXAMPLE, GOGGLES?

A. RIGHT.

Q. GIVE ME AN EXAMPLE OF THAT SITUATION.

A. I HAD ONE TIRE BUILDER THAT HE HAD HIS COMPLETE PPE EQUIPMENT ON: EAR PLUGS,

GOGGLES, SAFETY SHOES – AND MAUDSLEY DISCUSSED GOLF WITH HIM. BUT YET, WHEN THE PAPERWORK CAME BACK, MY BUILDER GRAY GOT WROTE UP FOR NOT HAVING PPE EQUIPMENT ON.

Q. DID HE HAVE IT ON?

A. YES, HE HAD IT ON. AND HE HAD HAD IT ON THAT NIGHT.

Q. DID YOU – WHEN YOU WERE GETTING THESE – DID YOU THINK THESE SCORES THAT MR. MAUDSLEY WAS GIVING YOU WERE CORRECT? **[*42]**

A. NO.

Q. WERE THEY –

A. – I KNEW THEY WASN'T.

Q. DID YOU CONFRONT HIM ABOUT THESE ERRONEOUS SCORES THAT HE WAS GIVING YOU?

A. YES, I DID. I WENT TO MR. MAUDSLEY FIRST –

MR. ST. CLAIR: YOUR HONOR, AGAIN, I OBJECT TO THIS ON THE ISSUE OF TIMELINESS. IT'S NOT THE ISSUES OF THIS CASE.

MR. GOLDFARB: THIS –

THE COURT: RESPONSE?

MR. GOLDFARB: HE WAS HER AUDITOR IN AS LATE AS 1997 AND '98 – '97 –

THE WITNESS: – '97

MR. GOLDFARB: – HE WAS HER AUDITOR.

THE COURT: OBJECTION IS OVERRULED.

Q. GO AHEAD.

A. I WENT TO MIKE AND ASKED HIM WHY DID HE CONTINUE TO DOWNGRADE MY DEPARTMENT AND DOWNGRADE MY REPORTS WHEN HE KNEW THAT THEY WAS THERE AND IT WAS – IT'S GOOD AND BETTER THAN MOST. AND HE SAID, WELL, HELL, IT'S A LOT EASIER TO DOWNGRADE YOU. HE SAID, YOU'RE JUST A LITTLE FEMALE AND THESE BIG OLD GUYS, I MEAN, THEY'RE GOING TO BEAT UP ON ME AND PUSH ME AROUND AND CUSS ME. AND SAID, I KNOW YOU'RE NOT GOING TO [*43] CUSS BACK. HE SAID, HELL, IT'S A LOT EASIER TO WRITE YOU UP.

Q. DID MR. MAUDSLEY DO ANYTHING ELSE TO YOU SIMILAR TO THAT?

A. YES, SIR. HE CONTINUED TO ASK ME OUT, GO OUT WITH HIM. AND I FINALLY TOLD HIM NO. AND THEN FROM THAT STANDPOINT, MY EVALUATIONS, THE AUDITS GOT WORSE.

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[*57]

Q. WHEN YOU WERE IN THE RLT JOB, WHAT WAS THE LAST DOCUMENT THAT – THAT'S THE JOB THAT MR. PAYNE GOT – WHAT WAS THE LAST DOCUMENT THAT YOU RECEIVED FROM GOODYEAR RELATED TO YOUR JOB PERFORMANCE?

A. THAT IT WAS OUTSTANDING. [*58]

Q. WAS IT –

A. – GREAT JOB.

Q. OKAY. WHAT WAS THAT DOCUMENT?

A. IT WAS A NOTE FROM KIM WHITEMAN.

Q. DID YOU RECEIVE ANY PERFORMANCE AWARDS WHILE YOU WERE IN THE RLT?

A. YES, I DID.

Q. WHAT TYPE OF PERFORMANCE AWARDS?

A. THAT WAS 1995 WHEN MIKE TUCKER TOLD ME I'D DONE AN OUTSTANDING JOB, I GOT A TOP PERFORMANCE AWARD.

Q. WAS THAT THE LAST DOCUMENT YOU RECEIVED WHEN YOU WERE IN RLT?

A. THAT'S CORRECT.

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[*74]

Q. WHEN YOU WENT OVER TO THE TECHNOLOGY ENGINEER JOB, TELL ME, DID YOU RECEIVE ANY TRAINING, MATERIALS –

A. NO, SIR.

Q. – OR ANYTHING –

A. NO, SIR. THEY SAID THERE WAS NOT ANY. I ASKED FOR A JOB DESCRIPTION AND A PROCEDURE BOOK, AND THEY DIDN'T HAVE THEM.

Q. NOW, AS AN AREA MANAGER ALL YOUR CAREER, YOU'VE BEEN SUPERVISING PEOPLE; RIGHT?

A. RIGHT.

Q. YOU GO OVER TO THE TECH JOB, AND TELL US WHAT – WHAT WERE YOUR DUTIES, WHAT DID YOU DO WHEN YOU GOT OVER TO THE TECHNICAL ENGINEER JOB, WHAT DID THEY HAVE YOU DOING?

A. ONE OF THE MAIN RESPONSIBILITIES, WE WERE RUNNING HUMMER TIRES IN THE PLANT. AND IT WAS OUR JOB TO CHECK, HAND CHECK, AT LEAST A HUNDRED AND TWENTY-FIVE PER SHIFT, WHICH MEANT THAT IF THE OFF-GOING SHIFT DIDN'T DO THEIRS, THAT MEANT I CAUGHT 250 OF

THEM. [*75] AND THEY WEIGH 80 POUNDS A PIECE. THEY GO ON HUMMERS. THEY'RE EXTREMELY HEAVY TIRES. THERE WERE 16 PER TRUCK. I HAD TO GET THEM OFF THE TRUCK. I HAD TO EXAMINE THEM INSIDE, BOTH SIDES, TREAD, ALL THE – THE ENTIRE TIRE, BECAUSE THIS COULD NOT – WE COULD NOT HAVE ANY DEFECTS GET OUT OF THE PLANT. AND THEN I HAD TO EXAMINE APPROXIMATELY 120 OF THE REGULAR TIRES PER SHIFT, AND I HAD TO WORK IN THE PITS ALSO. AND THE PITS IS WHERE THEY CURED THE TIRES.

Q. HOW DID YOU MOVE THESE 80-POUND TIRES AROUND?

A. JUST ROCKING AND PUSHING UNTIL I COULD GET THEM OFF THE TRUCK. AND JUST ROCKING AND PULLING AND PUSHING, AND FINALLY GET THEM OFF THE TRUCK.

Q. COULD YOU PICK THEM UP?

A. I COULDN'T PICK THEM UP. 80 POUNDS EACH, I'D JUST KEEP ROLLING THEM UNTIL I COULD CHECK EACH SECTION AND EACH SPOT ON THE TIRE – INSIDE AND OUT.

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Cross-Examination of Lilly Ledbetter

[*90]

Q. YES, MA'AM. YOU DON'T – YOU DON'T CLAIM TO BE AS QUALIFIED AS DICK JONES TO BE AN AREA MANAGER IN THE TIRE ASSEMBLY ROOM, DO YOU?

A. HOW DO YOU DEFINE "AS QUALIFIED"? BECAUSE I HAD 20 YEARS EXPERIENCE AS AN AREA MANAGER; I HAD BEEN A MANAGER FOR 15 YEARS PRIOR TO GOING TO GOODYEAR, AND MANAGEMENT IS MANAGEMENT.

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Redirect Examination of Lilly Ledbetter

[*151]

Q. MR. JONES IS THE PERSON WHEN YOU – WHO YOU COMPLAINED ABOUT THE SEXUAL HARASSMENT; RIGHT?

A. THAT'S RIGHT.

Q. AND LOTHER YARBROUGH IS THE PERSON WHO WAS PUTTING HIS HANDS ON YOU THAT YOU JUST TESTIFIED ABOUT IS THE PERSON YOU TOLD MR. JONES ABOUT; RIGHT?

A. THAT'S RIGHT.

Q. AND WHAT DID HE SAY TO YOU?

A. HE SAID, WELL, LOTHER HAS 30 YEARS SERVICE, HE'S A GOOD EMPLOYEE AND WE'LL DEFINITELY KEEP HIM. YOU'RE A TROUBLEMAKER AND WE DON'T NEED YOU.

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Direct Examination of Cathy Robertson

[*206]

Q. HAVE YOU EVER WORKED AT THE GOODYEAR PLANT BEFORE?

A. YES, SIR, I HAVE.

Q. TELL ME ABOUT YOUR EMPLOYMENT HISTORY, PLEASE, AT THE GOODYEAR PLANT.

A. I HIRED IN IN APRIL OF 1976. I WORKED AS A UNION WORKER IN THE PLANT FOR 17 YEARS. I BUILT TUBES, CURED, BUILT TIRES FOR EIGHT YEARS.

I WAS A UNION REPRESENTATIVE FOR ONE YEAR, AND I – IN SUPERVISION FOR FIVE YEARS.

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[*208]

Q. YOU WERE SUPERVISED BY MEN OR WOMEN?

A. IT WAS JUST MEN.

Q. AT SOME POINT – WELL, ALSO, YOU SAID YOU WERE A UNION – HOW LONG WERE YOU A UNION REP?

A. ONE YEAR.

Q. AT SOME POINT, DID YOU BECOME AN AREA MANAGER.

A. YES, SIR. IN 1993, I – THEY OPENED UP A TESTING, ASSESSMENT PROGRAM WHERE ANYBODY THAT WAS INTERESTED COULD TURN IN A RESUME. AND IF THEY WERE CHOSEN, THEY COULD GO THROUGH THIS CLASS AND TEST AND GO THROUGH ALL KIND OF QUESTIONS AND ANSWER SESSIONS; THEN THEY CHOSE FROM THAT POOL. I DON'T REMEMBER HOW MANY SUPERVISORS THEY PUT ON AT THAT TIME, BUT IT WAS PROBABLY TWO OR THREE.

Q. AND YOU WERE ONE OF THEM?

A. YES, SIR.

Q. YOU KNOW WHY YOU WERE PICKED?

A. WELL, I HAVE MY IDEAS ABOUT THAT. I FEEL LIKE IT WAS TIME THAT THEY HAD ANOTHER WOMAN SUPERVISOR –

MR. ST. CLAIR: YOUR HONOR, I OBJECT TO WHAT SHE FELT.

THE COURT: SUSTAINED.

BY MR. GOLDFARB:

Q. HOW LONG DID YOU WORK AS AN AREA MANAGER? **[*209]**

A. FIVE YEARS.

Q. WHERE DO YOU WORK – DID YOU LEAVE?

A. YES, SIR. I TOOK A BUYOUT WHEN THE PLANT DECIDED TO CLOSE DOWN. I FIGURED I'D BE THE FIRST ONE OUT THE DOOR –

Q. WHERE DO YOU WORK TODAY?

A. I WORK AT HONDA MANUFACTURING IN LINCOLN.

Q. ARE YOU A SUPERVISOR AT HONDA TODAY?

A. YES, SIR.

Q. WERE YOU EVALUATED WHILE YOU WERE AN AREA MANAGER?

A. THE ONLY EVALUATION I REMEMBER WAS THE YEAR BEFORE I LEFT. AND, LITERALLY,

IT STUNK. I REALLY DIDN'T AGREE WITH IT. I TOLD THE GENTLEMAN THAT WAS GIVING THE EVALUATION – TELLING ME THE RESULTS OF THE EVALUATION THAT I DIDN'T AGREE WITH IT. AND HE SAID, WELL, THAT'S JUST THE WAY IT IS. THIS IS THE WAY YOU'RE EVALUATED. AND THEY JUST LEFT IT AT THAT. I JUST TOLD THEM I DIDN'T AGREE WITH ANY OF IT.

Q. WERE YOU DOING ANYTHING DIFFERENT THAN THE MEN THAT WORKED ALONG BESIDE OF YOU –

A. NO, SIR, WE WORKED IN THE SAME JOB.

Q. WHY DO YOU THINK YOU WERE – WHY WERE YOU GRADED LOWER?

MR. ST. CLAIR: YOUR HONOR, OBJECT TO WHAT SHE THINKS OR FEELS.

Q. WHY – WHAT IS YOUR UNDERSTANDING THAT YOU WERE GRADED LOWER – YOUR OPINION? **[*210]**

THE COURT: OVERRULED. I'LL ALLOW HER TO TESTIFY TO HER UNDERSTANDING.

BY MR. GOLDFARB:

Q. WHAT IS YOUR UNDERSTANDING?

A. MY UNDERSTANDING WAS THAT I JUST – THE WAY THEY PUT IT, I WAS NOT DOING THE JOB 100 PERCENT THAT THEY – WHAT

THEY EXPECTED OF ME. AND I WAS DOING MY JOB EXACTLY LIKE EVERYBODY ELSE WAS. I WAS DOING WHAT THEY TOLD ME TO DO. AND ANYTHING THEY SAID WHAT THEY WERE EXPECTING OF ME, THAT'S WHAT I DONE.

Q. AND YOU WERE WORKING THE SAME AS THE MEN?

A. YES, SIR.

Q. WHAT – WHAT WAS YOUR – DID YOU REACH AN UNDERSTANDING AS TO WHY YOU WERE PAID – WHY YOUR EVALUATION WAS LOWER?

A. JUST SEEMED – WELL, THE WOMEN WERE, FOR SOME REASON, RATED LOWER THAN THE MEN. THEY DIDN'T THINK THEY COULD DO THE JOB THAT THE MEN COULD DO.

Q. DID YOU LET THEM KNOW YOU THOUGHT THE EVALUATION WAS WRONG?

A. YES, SIR, I DID.

Q. AS A RESULT – WELL, TELL ME ABOUT YOUR RAISES AS A RESULT OF THE EVALUATION. HOW DID THAT GO?

A. THE RAISE THAT WAS GIVEN TO ME AT THAT EVALUATION, I WAS TOLD BY SAM CLARK THAT THAT RAISE – THAT HE HAD TO GET ME UP TO A CERTAIN LEVEL BECAUSE I WAS

WAY BELOW THE LEVEL THAT I [*211] WAS SUPPOSED TO BE AT, PAY WISE.

Q. SAM CLARK IS UPPER MANAGEMENT?

A. HE WAS LIKE A MANAGER OVER THE AREA MANAGERS. YES, SIR.

Q. DO YOU KNOW HOW MUCH YOU WERE PAID WHEN YOU STARTED OFF AS AN AREA MANAGER?

A. NO, SIR, I DON'T KNOW HOW MUCH I MADE WHEN I STARTED OFF. I KNOW WHAT I COME OUT MAKING.

Q. ALL RIGHT. IF I COULD GET EXHIBIT –

MR. GOLDFARB: I WANT TO OFFER EXHIBIT 98, WHICH IS HER PAY RECORDS.

THE COURT: WITHOUT OBJECTION, IT'S RECEIVED IN EVIDENCE.

BY MR. GOLDFARB:

Q. THIS IS EXHIBIT 98.

THE COURT: IT MAY BE PUBLISHED TO THE JURY.

BY MR. GOLDFARB:

Q. MA'AM, I DON'T KNOW IF YOU'VE EVER SEEN THAT BEFORE, THAT'S SOMETHING THE COMPANY DOES, IT SHOWS YOUR PAY

RECORDS. HAVE YOU SEEN ANYTHING LIKE THAT?

A. NO, SIR.

Q. DID YOU KNOW WHAT YOUR PAY WAS – I UNDERSTAND YOU WERE TOLD YOU WERE PAID LESS – BUT DID YOU KNOW WHAT YOUR PAY WAS IN COMPARISON TO THE MEN YOU WORKED WITH?

A. NO, SIR. I DIDN'T KNOW THERE WAS ANY LIMIT THEY HAD TO BE AT. I WAS NOT TOLD THERE WAS A LEVEL THAT WAS A MINIMUM **[*212]** LEVEL OR A MAXIMUM LEVEL. I WAS JUST TOLD, THIS IS WHAT YOU WOULD BE PAID. THERE WOULD BE NO DEDUCTION, THIS IS IT.

Q. THESE ARE SOME EXHIBITS THAT THE DEFENDANT ENTERED. AND IF I COULD SHOW YOU –

MR. GOLDFARB: MAY I APPROACH THE WITNESS, YOUR HONOR?

THE COURT: YES.

BY MR. GOLDFARB:

Q. EXHIBIT 61 WAS MR. AMBERSON'S RECORDS, AND THE COMMON DATE IS 2/1/95. YOU SEE THAT ON THERE?

A. YES.

Q. AND YOU'RE AT 2728 A MONTH; RIGHT?

A. YES, SIR.

Q. MR. AMBERSON, DO YOU SEE HOW MUCH HE IS AT A MONTH?

A. 4425.

Q. THAT'S ON DEFENDANT'S EXHIBIT 61. ANOTHER AREA MANAGER THEY'VE GIVEN US THAT WE HAVE HERE IS MR. BARNES. ON 2/1/95, YOU WERE AT 27, HE WAS AT HOW MUCH?

A. 4186.

Q. AND MR. TODD, WHAT WAS HE AT WHEN YOU WERE 2728?

A. 4662.

Q. MR. THOMPSON, 64, WHAT WAS HE AT ON THAT DATE?

A. 4320.

Q. AND MR. MYERS? **[*213]**

A. 3960.

Q. AND YOU WERE AT 27?

A. YES, SIR.

Q. DID YOU KNOW THAT THEY WERE PAID THAT MUCH MORE THAN YOU?

A. YOU ALWAYS HEAR RUMORS THAT – AND I'VE HEARD IT OUT OF SEVERAL PEOPLE'S MOUTHS THAT THEY MADE QUITE A BIT MORE THAN I DID.

Q. AND YOU COULD GET OVERTIME AS AN AREA MANAGER AT THAT COMPANY; RIGHT?

A. YES, SIR.

Q. THAT'S – YOU UNDERSTOOD THAT THEY ALSO GOT OVERTIME; RIGHT?

A. YES, SIR. BUT THAT WOULDN'T BE REFLECTED ON YOUR –

Q. BUT THAT'S NOT OVERTIME?

A. – RIGHT.

Q. DID YOU COME TO AN UNDERSTANDING AS TO WHY YOU WERE BEING PAID LESS THAN THE MEN THAT WERE HOLDING THE SAME JOB YOU WERE?

A. NO, SIR, I WAS NEVER GIVEN THE REASON FOR THAT. I – I ALWAYS FELT BECAUSE I WAS A FEMALE AND I WAS PUT IN –

MR. ST. CLAIR: YOUR HONOR, I OBJECT TO FEELINGS.

BY MR. GOLDFARB:

Q. WHAT WAS YOUR UNDERSTANDING?

THE COURT: SUSTAINED.

Q. DID YOU COME UP WITH ANY OTHER REASON AS TO THE REASON [*214] YOU WERE PAID LESS AS AN AREA MANAGER THAN THE MEN?

A. JUST BEING A FEMALE –

Q. ALL RIGHT. AND YOUR HIRE DATE –

A. – IN A MAN'S WORLD.

Q. – WAS 1976; RIGHT?

A. YES, SIR.

Q. YOU WERE – DO YOU KNOW WHETHER YOU WERE HIRED BEFORE OR AFTER DONALD MYERS?

A. NO, SIR, I DON'T KNOW WHAT DATE HE WAS HIRED ON.

Q. LOOK AT EXHIBIT 63, SEE WHAT HIS CONTINUOUS SERVICE DATE IS?

A. 11/16/77.

Q. SO YOU WERE HIRED BEFORE HIM?

A. YES, SIR. I WAS HIRED IN '76.

Q. DID YOU EVER COMPLAIN THAT YOU WERE BEING PAID LESS BECAUSE OF YOUR GENDER?

A. NO, SIR, I DID NOT COMPLAIN, BECAUSE I WAS A SINGLE MOTHER WITH A HANDICAPPED CHILD, AND I FELT THAT MY JOB – I KNEW THAT MY JOB WOULD BE IN JEOPARDY IF I STARTED COMPLAINING ABOUT THE PAY.AND YOU DID NOT HAVE ANY SECURITY BEING ON A SALARY JOB, BECAUSE THEY COULD LET YOU GO AT ANY TIME FOR ANY REASON.

Q. DID YOU WORK WITH MRS. LEDBETTER WHILE YOU WERE AN AREA MANAGER?

A. YES, SIR, I DID. **[*215]**

Q. DID YOU SAY YOU WERE AN AREA MANAGER IN STOCK PREP?

A. STOCK PREP. UH-HUH.

Q. AND SHE WAS AN AREA MANAGER WHERE, WHEN YOU WERE IN STOCK PREP?

A. SHE WAS IN THE TIRE ROOM. WE SUPPLIED THE COMPONENTS FOR HER TIRES.

Q. SO YOU GET THE COMPONENTS TOGETHER AND SHE BUILDS THE TIRES?

A. RIGHT.

Q. DID YOU HAVE ANY – SO YOU HAD TO WORK WITH HER; RIGHT?

A. YES, SIR.

Q. WERE YOU ON NIGHT SHIFT?

A. YES, SIR.

Q. AND SHE WAS ON NIGHT SHIFT?

A. YES, SIR.

Q. DID YOU HAVE ANY PROBLEMS WITH THE WAY SHE DID HER JOB?

A. NO, SIR, I DID NOT.

Q. DID IT CAUSE YOU ANY PROBLEMS ON YOUR END?

A. NO, SIR, IT DID NOT.

Q. FROM YOUR UNDERSTANDING, DID MRS. LEDBETTER KNOW WHAT SHE WAS DOING ON HER JOB?

A. YES, SHE DID.

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[*224]

Q. WHEN WERE YOU HIRED AT GOODYEAR?

A. 1971.

Q. WERE YOU EVER A SUPERVISOR AT GOODYEAR?

A. YES, I WAS.

Q. WHEN WERE YOU FIRST A SUPERVISOR.

A. IN 1971, I WENT ON THE PLANT SQUADRON TRAINING PROGRAM, AND I WAS SUPERVISOR UNTIL – FOR EIGHT YEARS.

Q. AND –

A. – 1973, EXCUSE ME.

Q. WHY DID YOU STOP BEING A SUPERVISOR AFTER BEING A SUPERVISOR FOR EIGHT YEARS AT THAT TIME PERIOD?

A. I HAD A SMALL CHILD AT HOME, I WAS A SINGLE PARENT. I WAS WORKING SECOND AND THIRD SHIFT, SIX DAYS A WEEK. THE LADY THAT HAD BEEN KEEPING MY CHILD DIED OF CANCER, AND I HAD NO ONE TO TAKE CARE OF HER.

Q. AT THAT PERIOD OF TIME, IT WAS CALLED SUPERVISOR. DID THAT JOB TITLE LATER GET ANOTHER NAME?

A. AREA MANAGER IS WHAT IT'S CALLED TODAY.

Q. DID YOU FILE AN EEOC CHARGE AGAINST THE COMPANY?

A. YES, SIR, I DID.

MR. GOLDFARB: WE OFFER EXHIBIT 90. [*225]

BY MR. GOLDFARB:

Q. WELL, FIRST, IS THAT THE EEOC CHARGE YOU FILED?

A. YES, SIR, IT IS.

MR. GOLDFARB: WE OFFER EXHIBIT 90.

MR. ST. CLAIR: YOUR HONOR, WE JUST RENEW THE OBJECTION OF THE MOTION IN LIMINE.

THE COURT: ALL RIGHT. IT'S RECEIVED.

BY MR. GOLDFARB:

Q. IN THAT CHARGE YOU STATE THAT YOU WERE DISCRIMINATED AGAINST IN PAY, AMONG OTHER THINGS, BUT YOU SAY IN PAY. DO YOU BELIEVE THAT?

A. YES, SIR, I DO.

Q. HAVE YOU BEEN DISCRIMINATED AGAINST AS A SUPERVISOR, OR AS AN AREA - WORKING THE JOB AS AN AREA MANAGER IN PAY AT GOODYEAR?

A. IN THE EARLY NINETIES, I WAS APPROACHED BY HAROLD SMITH, THE THEN PLANT MANAGER, TO GO BACK ON SUPERVISION. HE CALLED ME INTO HIS OFFICE, TOLD ME HOW MUCH I WOULD BE STARTING AT, WHICH WAS THIRTY-TWO HUNDRED DOLLARS A MONTH, WHICH HE SAID WAS THE BASE SALARY FOR AN AREA MANAGER; AND ASKED ME WOULD I CONSIDER GOING BACK ON SUPERVISION.

AND I DID ACCEPT THE JOB, I DID GO IN THE SUPERVISION JOB. I WORKED IT FOR THREE AND A HALF MONTHS. AT THE END OF THAT TIME, I NEVER GOT ANY MONEY.

I APPROACHED HIM – **[*226]**

THE COURT: WHAT DO YOU MEAN YOU NEVER GOT ANY MONEY?

THE WITNESS: I NEVER GOT ANY DIFFERENCE IN PAY. AT THE TIME, I WAS A SECRETARY AND I WAS MAKING APPROXIMATELY TWENTY-TWO HUNDRED DOLLARS A MONTH. I WENT ON SUPERVISION JOB, EVEN THOUGH I HAD EIGHT YEARS EXPERIENCE IN THE PAST. HE TOLD ME HE WOULD START ME AT THIRTY-TWO HUNDRED AND THEN HE

WOULD GIVE ME RAISES TO GET ME UP TO WHAT THE MEN WERE MAKING.

HOWEVER, I WORKED THE JOB THREE AND A HALF MONTHS, I NEVER RECEIVED A DIME. I WORKED THAT JOB AS AN AREA MANAGER, I WAS ON SECOND SHIFT – EXCUSE ME, I WAS ON THIRD SHIFT, AND HE NEVER PAID ME.

BY MR. GOLDFARB:

Q. WHERE WERE YOU WORKING AS AN AREA MANAGER AT A SECRETARY'S PAY, WHAT PARTICULAR AREA?

A. I HAD – IT WAS CALLED THE – THERE WAS – IT WAS AN ARF LINE. IN ADDITION I HAD R1, R2, R3H TIRE MACHINES; I HAD TRUCKERS, I HAD INSPECTION. I HAD A TOTAL OF 52 EMPLOYEES THAT I WAS RESPONSIBLE FOR.

Q. WERE THEY MAKING MORE THAN YOU>

A. OH, MUCH MORE.

Q. THE PEOPLE THAT YOU WERE SUPERVISING?

A. EXACTLY. I WAS MAKING SECRETARIAL PAY.

Q. IS THAT PARTICULAR JOB IN THE ARF ROOM ONE OF THE HARDEST [*227] JOBS AS AN AREA MANAGER?

A. AT THAT TIME IT WAS, I WAS TOLD. THE HARDEST JOB.

Q. WHY DO YOU THINK THEY WOULD NOT PAY YOU THE RATE THAT THE PLANT MANAGER TOLD YOU THAT WE WOULD PAY YOU TO GET YOU UP TO THE THIRTY - -

A. I THINK IT WAS BECAUSE I WAS A FEMALE.

Q. YOU WERE MAKING APPROXIMATELY – HE HAD TOLD YOU THIRTY-TWO HUNDRED?

A. YEAH. I WAS GOING TO BE GETTING IN THE NEIGHBORHOOD OF A THOUSAND DOLLAR A MONTH RAISE.

Q. SO YOU WERE MAKING ABOUT 2,000 OR TWENTY-TWO HUNDRED?

A. BETWEEN 2,000 AND TWENTY-TWO HUNDRED. I WAS GOING TO START AT THIRTY-TWO HUNDRED, WITH THE UNDERSTANDING THE FACT THAT I HAD EIGHT YEARS EXPERIENCE THAT HE WOULD PROGRESS ME UP AND GET ME TO WHAT THE MEN WERE MAKING.

Q. WHAT IS YOUR – HOW DID IT COME UP – WHAT'S YOUR UNDERSTANDING OF WHAT THE THIRTY-TWO HUNDRED NUMBER REPRESENTED?

A. HE TOLD ME THAT WAS THE BASE LINE FOR AN AREA MANAGER.

Q. DID YOU EVER RECEIVE THE BASE, EVEN THE BASE PAY, AS AN AREA MANAGER?

A. NO. I STAYED DOWN THERE, WHICH WAS THREE AND A HALF MONTHS AT THAT TIME WHEN I WENT BACK AT TWO MONTHS AND ASKED ABOUT THE MONEY. "WE'RE WORKING ON IT."

I WENT BACK AT THREE MONTHS AND ASKED ABOUT THE MONEY. [*228] "WE'RE WORKING ON IT." AT THREE AND A HALF MONTHS, HE FINALLY SAYS, "WE CAN'T GIVE YOU THE MONEY."

Q. AND WHAT HAPPENED?

A. I TOLD HIM I WANTED TO GO BACK TO THE OFFICE. I WAS NOT GOING TO WORK A SUPERVISIONAL JOB FOR SECRETARIAL PAY.

HE TOLD ME HE COULD GIVE ME A 20 PERCENT RAISE. 20 PERCENT, BEING – THAT WOULD HAVE GOT ME UP TO THE NEIGHBORHOOD OF TWENTY-SIX HUNDRED DOLLARS.

Q. STILL BELOW THE BASE?

A. STILL MUCH BELOW THE BASE, FROM WHAT HE TOLD ME THE BASE WAS.

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[*257]

Q. – BUT LET ME ASK A QUESTION. I KNOW IT WILL SEEM OBVIOUS, BUT JUST TO ESTABLISH IT. DID YOU HAVE ANY ROLE OR SAY-SO IN WHAT THE SALARIES OF THE EMPLOYEES WERE WHEN YOU CAME INTO THE AREA?

A. NO.

Q. JUST WHATEVER THEY WERE, THEY WERE?

A. YEAH. WHATEVER THEY WERE, THEY WERE. WHAT I HAD SAY-SO IN IS HOW MUCH RAISE THEY GOT FOR THE YEAR OF 19- – FOR '98, I HAD A SAY IN WHAT THE RAISE WAS, BASED ON THEIR '97 PERFORMANCE.

Q. NOW, IN DETERMINING THE RAISE FOR 1998 UNDER THE SYSTEM IN PLACE AT THAT TIME, WERE YOU SUPPOSED TO GIVE CONSIDERATION TO SOMEBODY WHO MAYBE HAD A LOWER SALARY [*258] BECAUSE OF SOMETHING IN THE PAST?

A. NO. IT WOULD HAVE STRICTLY BEEN FOR THE YEAR 1997. NOW, THERE ARE REQUIREMENTS WHERE IF THEY'RE BELOW THE MINIMUM PAY RANGE FOR THEIR JOB, YOU HAVE TO DO SOMETHING. IN THE CASE FOR THIS YEAR, THERE WAS NO ONE BELOW THE MINIMUM PAY RANGE, SO THAT DIDN'T

ENTER INTO THE MERIT PLAN FOR THAT YEAR.

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Cross-Examination of Kelly Owen

[*268]

Q. UNDERLYING THE EVALUATION, YOU'VE GOT YOUR AUDITS AND YOU'VE GOT THE COMPUTER SYSTEM THAT SPITS OUT WHAT YOU NEED IT TO SPIT OUT, AND YOU'VE GOT SOME CHARTS SHOWING THE ACTUAL PRODUCTION YOU'VE TESTIFIED TO; RIGHT?

A. UH-HUH.

Q. CORRECT?

A. THAT'S CORRECT.

Q. AND WHEN YOU GAVE HER THIS EVALUATION, THIS WAS IN FEBRUARY OF 1998; CORRECT?

A. THAT'S CORRECT.

Q. WHERE, SIR, ARE THE UNDERLYING DOCUMENTS THAT CAN SHOW US AND THE JURY, AND CONCLUDE THIS, THAT SHOW HER PRODUCTION IS WORSE THAN EVERYBODY ELSE'S PRODUCTION? WHERE ARE THOSE – WHERE ARE THE AUDITS?

A. I – SIR, I COULDN'T TELL YOU WHERE THOSE AUDITS ARE. WHAT I CAN TELL YOU IS THAT AT THE TIME WE DID THOSE, THAT ME AND LILLY AND THE REST OF THE TEAM MEMBERS LOOKED AT THOSE DOCUMENTS AND USED THOSE TO JUSTIFY THE COMMENTS THAT I PUT ON THIS.

Q. BUT MRS. LEDBETTER DIDN'T FILL OUT THAT EVALUATION, DID SHE?

A. NO.

Q. GOODYEAR FILLED OUT THAT EVALUATION, DIDN'T THEY?

A. GOODYEAR DIDN'T FILL IT OUT, I DID. **[*269]**

Q. YOU DID? YOU WERE A GOODYEAR MANAGER?

A. THAT'S CORRECT.

Q. AND WHAT YOU USED WAS THE DOCUMENTS THAT YOU'VE GONE THROUGH AND TOLD US ABOUT; THE AUDITS, THE – THAT SHOWED WITHOUT QUESTION, HERE IS THE ACTUAL PRODUCTION NUMBERS – AND WHAT MR. ST. CLAIR SAYS IS YOU CAN'T MESS WITH THAT, THAT'S THE REAL THING; AND WE COULD LOOK AT THAT AND SEE WHAT HER PRODUCTION NUMBERS ARE AND EVERYBODY ELSE'S PRODUCTION NUMBERS ARE, COULDN'T WE?

A. YEAH, BACK IN 1997. YES.

Q. BUT YOU DESTROYED THOSE DOCUMENTS, DIDN'T YOU?

A. I DIDN'T DESTROY ANYTHING.

Q. THEY'RE DESTROYED, AREN'T THEY?

A. I DON'T KNOW.

Q. WELL, YOU'D HAVE THEM HERE TODAY IF THEY WEREN'T DESTROYED, WOULDN'T YOU? THEY'D SHOW FOR SURE –

A. I DON'T KNOW WHERE THE DOCUMENTS ARE, SIR.

Q. HAVE YOU LOOKED FOR THEM?

A. NO, I HAVEN'T LOOKED FOR THEM. I JUST FOUND OUT I WAS COMING A WEEK AGO.

Q. DO YOU KNOW WHY I DON'T HAVE THEM? BECAUSE I'VE ASKED FOR THEM.

A. OKAY.

Q. DO YOU KNOW WHY? DO YOU KNOW WHY WE DON'T HAVE THEM?

A. I DON'T KNOW. **[*270]**

Q. IS THERE – IS THERE A POLICY –

A. – I DON'T KNOW –

Q. – WELL, DO YOU KNOW THAT MRS. LEDBETTER WENT TO THE EEOC A MONTH AFTER THIS DATE THAT YOU'D SAT DOWN WITH HER, A MONTH OR SO AFTER, FILLED OUT A QUESTIONNAIRE; THREE MONTHS LATER, SHE FILES A CHARGE AND Y'ALL GET IT IN SEPTEMBER, AND THEN THOSE DOCUMENTS ARE GONE; DO YOU KNOW WHY?

A. NO, I DON'T KNOW WHY.

Q. I MEAN, WOULDN'T YOU THINK THAT'S THE BEST WAY TO SHOW OBJECTIVELY THAT HER PERFORMANCE IS NOT AS GOOD AS EVERYBODY ELSE'S, TO COME UP WITH THE ACTUAL "HERE'S THE PRODUCTION NUMBERS"?

A. I DIDN'T FEEL THERE WAS A NEED FOR THAT, BECAUSE WE REVIEWED THOSE AT THE TIME OF THE EVALUATION. AND WHAT YOU HAVE TO REMEMBER IS THAT THE TEAM MEMBER HAS AN OPPORTUNITY TO MAKE COMMENTS WHEN THEY DISAGREE WITH THEIR EVALUATION, AND THEY ALSO HAVE THE OPPORTUNITY TO – THEY GET IT TO SIGN IT.

Q. WOULDN'T YOU THINK MRS. LEDBETTER WAS – IF SHE'S IN A NEW JOB, GOT TRANSFERRED OUT OF HER JOB, SHE'S SCARED TO DEATH THAT SHE'S ABOUT TO LOSE HER JOB? HERE SHE GOES OFF TO A NEW JOB, YOU KNEW SHE WAS SCARED.

A. AT THE TIME I EVALUATED MRS. LEDBETTER, I DON'T THINK SHE WAS CONCERNED SHE WAS GOING TO LOSE HER JOB.

Q. ONE THING THAT YOU DID HAVE – YOU LOOKED BACK AT THE [*271] PRIOR YEAR – WAS THE NOTES THAT JERRY JONES MADE ABOUT MRS. LEDBETTER, DIDN'T YOU?

A. JERRY PROVIDED ME WITH SOME NOTES HE PASSED DOWN. THAT'S CORRECT.

Q. HOW MANY PAGES?

A. I DON'T RECALL HOW MANY PAGES THERE WERE OF NOTES. IT WAS – WE SAT DOWN FOR A DAY AND WENT THROUGH EVERY MANAGER'S STRENGTHS AND WEAKNESSES. AND THERE WERE SOME COMMENTS ON, YOU KNOW, WHERE HE FELT PEOPLE NEEDED TO WORK TO GET TO BE BETTER MANAGERS, AND KIND OF GOT ME UP TO SPEED ON THE PEOPLE RUNNING THE DEPARTMENT.

Q. AND THOSE NOTES ARE SOME OTHER UNDERLYING DOCUMENTS THAT WOULD SHOW WHAT WENT INTO THE EVALUATION THAT THEY'RE USING TO SAY HER PERFORMANCE IS BAD; RIGHT?

A. NO. I WOULDN'T HAVE USED JERRY'S DOCUMENTS THAT HE PROVIDED ME TO DO THIS EVALUATION.

Q. YOU WOULD IGNORE THE NOTES THAT HE HAD – HE'D BEEN WITH HER THE MAJORITY OF THAT YEAR AND THE YEAR BEFORE; RIGHT?

A. THE NOTES THAT JERRY GAVE ME WERE NOT PERFORMANCE NUMBERS. THEY WEREN'T NUMBERS THAT YOU COULD ACTUALLY DO AN EVALUATION ON.

THE PERFORMANCE NUMBERS WERE IN THE BUSINESS CENTER SCORECARDS THAT WERE KEPT THROUGHOUT THE BUSINESS. THE NOTES THAT JERRY SHARED WITH ME ON PASS DOWN WERE MORE PRIVATE NOTES ABOUT PEOPLE'S PERFORMANCE AND WHERE THEY STOOD AS FAR [*272] AS, YOU KNOW, DIFFERENT PARAMETERS, THE WAY THEY MANAGED THE BUSINESS.

Q. OKAY. THOSE WERE PERFORMANCE NOTES THAT JERRY USED – GAVE YOU TO TALK TO YOU ABOUT MRS. LEDBETTER. WHAT I WANT TO KNOW, SIR, IS WHERE ARE THOSE NOTES?

A. THOSE NOTES WERE NOT PERTINENT TO THIS EVALUATION; AND, THEREFORE, I WOULDN'T HAVE KEPT THOSE –

Q. – THEY'RE PERTINENT TO THIS LAWSUIT – I'M TRYING TO GET AN UNDERSTANDING OF WHAT ABOUT MRS. LEDBETTER'S PERFORMANCE IS SO BAD, YOU'VE THROWN – HAVE YOU THROWN AWAY THE AUDITS?

A. I HAVEN'T THROWN AWAY ANYTHING.

Q. SO THEY MIGHT BE OVER THERE AT THE PLANT RIGHT NOW?

A. I DON'T KNOW. I HAVEN'T BEEN IN THE PLANT SINCE – SINCE I LEFT THE BUSINESS CENTER.

Q. OKAY. DID YOU THROW AWAY JERRY'S NOTES?

A. JERRY'S NOTES, I WOULD NOT HAVE KEPT. NO.

Q. EVEN IF THERE WAS AN EEOC CHARGE THAT CAME SHORTLY AFTER?

A. I WASN'T AWARE OF ANY EEOC CHARGE.

Q. OKAY. BUT YOU WERE – AT THAT TIME, YOU WERE A MANAGER AT THE COMPANY; RIGHT?

A. YES, I WAS.

Q. YOU SAID YOU – WHERE – WHERE DO YOU LIVE RIGHT NOW?

A. AMERICANA, BRAZIL.

Q. YOU LIVE IN –

THE REPORTER: I'M SORRY? **[*273]**

THE WITNESS: AMERICANA, BRAZIL.

Q. OH, SO YOU CAME UP HERE FROM BRAZIL TO TESTIFY.

A. THAT'S CORRECT.

Q. HOW OLD ARE YOU?

A. I'M 38 YEARS OLD.

Q. YOU SAID THE PRODUCTION NUMBERS WERE POSTED. IS IT A BIG BOARD THAT THEY'RE POSTED ON?

A. IT WAS IN THE CONFERENCE ROOMS.

Q. ARE ALL THOSE THROWN AWAY?

A. I – I CAN'T ANSWER THOSE TYPES OF QUESTIONS, BECAUSE I HAVEN'T BEEN WORKING IN GADSDEN.

Q. WHO IS –

A. – CERTAINLY, I DIDN'T THROW THEM AWAY.

Q. WHO'S THE AUDITOR?

A. THE AUDITOR AT THE TIME THAT I WAS THERE WAS MIKE MAUDSLEY.

Q. MIKE MAUDSLEY, THE AUDITOR IN THE ARF ROOM; RIGHT?

A. THAT'S CORRECT.

Q. AND HE IS THE AUDITOR WHO DID THE EVALUATION THAT YOU USED – WHO DID HIS AUDITS AND THE SUMMARY SCORES OF THE AUDITS THAT YOU USED TO DO YOUR EVALUATIONS; RIGHT?

A. THAT'S NOT CORRECT.

Q. I THOUGHT YOU SAID YOU USED THE AUDITS TO DO YOUR EVALUATION?

A. I USED THE AUDITS TO DO A PORTION OF THE EVALUATION. **[*274]**

Q. WELL, DID YOU – AND YOU – ONLY SUPERVISED HER YOURSELF FOR A VERY SHORT PERIOD OF TIME?

A. THREE MONTHS, YEAH.

Q. AT THE BEGINNING OF YOUR TESTIMONY, YOU TESTIFIED ABOUT HOW THE AUDITS ARE USED TO DO THE EVALUATION, SO NOW YOU'RE ONLY SAYING YOU USED JUST A SMALL PORTION OR A BIG PORTION? HOW MUCH?

A. WOULD YOU LIKE ME TO CLARIFY THAT?

Q. I WANT TO KNOW HOW MUCH OF THE SCORECARDS THAT MR. MAUDSLEY DID THAT BECAME THE AUDITS – BECAUSE IT'S A MONTHLY SCORECARD AND IT SUMMARIZES THE YEARLY; RIGHT?

A. LET ME HELP YOU UNDERSTAND THAT. THERE WERE REALLY THREE PARTS, OKAY, TO THE PERFORMANCE REVIEW.

OKAY. THERE WAS THE PART THAT WAS THE NUMERICAL DATA. OKAY. THAT PART WAS TAKEN FROM COMPUTER REPORTS AND FROM INFORMATION THAT THE PRODUCTION SPECIALIST SUPPLIED –

Q. AND DOES THAT –

A. – WHICH WOULD HAVE BEEN FOR LILLY, WOULD HAVE BEEN VANCE HOLDERFIELD. OKAY –

Q. – DOES THAT EXIST TODAY?

A. I DON'T KNOW.

Q. WHO CREATED THAT?

A. WELL, THOSE WOULD HAVE BEEN COMPUTER-GENERATED REPORTS THAT VANCE HOLDERFIELD WOULD HAVE PUT INTO A SPREADSHEET FOR THE ARE MANAGERS AND MYSELF. **[*275]**

Q. AND YOU KEEP THEM, DON'T YOU?

A. YEAH, WE KEPT THEM.

Q. WHAT IF THERE'S A – YOU KNOW, THIS COMPANY IS NOT A COMPANY LIKE FIRESTONE – BUT WHAT IF THERE'S A PROBLEM LIKE FIRESTONE AND SOMETHING

HAPPENED WITH THE TIRES – YOU KEEP THOSE REPORTS, DON'T YOU? YOU'VE GOT TO –

A. THERE IS CERTAIN DATA THAT YOU KEEP FOR LONG PERIODS OF TIME. THERE'S CERTAIN DATA THAT YOU KEEP FOR SHORT PERIODS OF TIME.

Q. AND YOU DON'T KNOW WHICH –

A. AND I DON'T – YOU'D HAVE TO ASK SOMEONE ELSE.

Q. ALL RIGHT. AND THERE'S A WHOLE ANOTHER SECTION OF THE AUDIT THAT MR. MAUDSLEY – IS BASED ON WHAT MR. MAUDSLEY DOES; RIGHT?

A. THERE IS – THERE IS A PORTION OF THE DATA THAT I USED, YES, THAT MR. MAUDSLEY –

Q. CORRECT?

A. THAT'S CORRECT.

Q. IN FACT, IF YOU WOULD LOOK AT – I MEAN, I'VE SEEN A COUPLE OF SCORECARDS, AND THE SCORECARDS ARE BASICALLY THE SAME AS THE AREAS IN THE EVALUATION: WASTE, QUALITY, PRODUCTION – ALL THOSE ARE ON THE SCORECARDS, AREN'T THEY – HOUSEKEEPING?

A. UH-HUH.

Q. CORRECT? [*276]

A. OH, YES.

Q. RIGHT? THAT'S A WHOLE EVALUATION.

A. YEAH, IT'S ON IT.

Q. ALL BASED ON THE AUDIT?

A. NO, IT'S NOT ALL BASED ON THE AUDIT.

Q. ALL RIGHT. IS THERE A THIRD ONE, OR IS THAT JUST YOUR OWN OBSERVATION.

A. THAT WOULD BE CORRECT.

Q. ALL RIGHT. NOW, THIS SAYS –

A. AS THE MANAGER OF THE DEPARTMENT, I WOULD MAKE OBSERVATIONS LIKE, INSURES LIGHT DUTY LABOR IS USED EFFECTIVELY. IF YOU LOOK AT PERFORMANCE STANDARD NO. 2 ON THE FIRST PAGE, THAT WOULD BE ONE THAT I WOULD HAVE DISCUSSED WITH LILLY, AND SAID, YEAH, I THINK YOU UTILIZE YOUR LIGHT DUTY. THAT WOULD HAVE BEEN BASED ON MY OBSERVATION.

Q. AND YOU WOULD BASE THAT ON THE TIME PERIOD WHEN YOU – I GUESS WHEN YOU WOULD ACTUALLY SIGN THOSE TIMECARDS? AS HER SUPERVISOR, YOU WOULD SIGN HER TIMECARDS?

A. I GUESS – WHAT ARE YOU ASKING ME? COULD YOU REPEAT THE QUESTION –

Q. – YOU KNOW WHAT A TIMECARD – I'VE GOT SOME – WE'VE GOT A – LOOKED AT SOME DOCUMENTS AT SOME POINT IN TIME THAT SHOWED WHEN YOU ACTUALLY DID SUPERVISE HER, I GUESS, AND YOU SIGNED HER TIMECARDS?

A. YEAH. ALL THE TIMECARDS WERE HANDED IN AND SIGNED – * * * * *

[*280]

Q. OKAY.

A. – THAT'S A SEPARATE CONVERSATION.

Q. THE NEXT DOCUMENT THAT Y'ALL TALKED ABOUT IS THIS EXHIBIT 48, AND THIS IS THE RANKING WHICH PUTS MRS. LEDBETTER NEXT TO THE BOTTOM AND MR. NANCE IS UNDER HER; RIGHT?

A. THAT'S CORRECT.

Q. MR. NANCE MAKES A LOT MORE MONEY THAN SHE DOES, DOESN'T HE?

A. AT THAT TIME, YEAH, HE DID.

Q. I MEAN, IF YOU LOOK AT THIS THING, THERE IS – WHO ARE THE TWO LOWEST PAID PEOPLE ON THERE?

A. IN THE AREA MANAGER CLASSIFICATION?

Q. NO, ON THE WHOLE LIST. I WANT TO JUST TELL THEM EVERYTHING. WHO ARE THE TWO LOWEST PAID PEOPLE ON THIS LIST?

A. IT WOULD BE THE SECRETARY, RETHA BURNS –

Q. WHO JUST TESTIFIED EARLIER?

A. – AND IT WOULD BE LILLY LEDBETTER, WHO WAS AN AREA MANAGER AT THE TIME.

Q. ARE THERE ANY OTHER WOMEN ON THIS LIST?

A. NO.

Q. AND THE TWO LOWEST PAID PEOPLE ON THIS LIST ARE FEMALE; RIGHT?

A. YES. * * * * *

Cross-Examination of Jerry Jones

[*308]

Q. SO, SINCE 1973, YOU HAD BEEN IN MANAGEMENT AT GOODYEAR?

A. THAT'S CORRECT.

Q. AND DURING THAT PERIOD OF TIME, HOW MANY WOMEN AREA **[*309]** MANAGERS

EVER WORKED UNDER YOU, OTHER THAN MRS. LEDBETTER?

A. OKAY. IT WILL TAKE A MINUTE, I'LL TRY TO – FOR THE ENTIRE PERIOD?

Q. YEAH.

A. YOU WANT BY NAME, OR JUST BEST I CAN COME UP WITH?

Q. JUST BEST YOU CAN COME UP WITH, OTHER THAN MRS. LEDBETTER.

A. OKAY.

Q. WHO, AND FOR HOW LONG?

A. OKAY. MARY LEVINSON.

Q. ALL RIGHT. HOW LONG DID – MRS. MARY LEVINSON WAS NOT AN AREA MANAGER VERY LONG, THOUGH, WAS SHE?

A. MARY LEVINSON WAS AN AREA MANAGER IN THE ARF ROOM, WHICH IS THE SAME SECTION THAT –

Q. YEAH.

A. – MRS. LEDBETTER WAS HERE. SHE CAME, AND WHEN WE WENT TO FOUR SHIFT OPERATION, WORKED THE JOB IN THE TIRE ROOM HERE. WHEN WE HAD THE FIRST LAYOFF, SHE WAS INVOLVED; WENT ON TO DANVILLE, VIRGINIA AS AN AREA

MANAGER; THEN SHE WENT TO LAWTON, OKLAHOMA –

Q. ALL RIGHT. WELL, I'M TALKING ABOUT WHILE SHE WAS HERE AT THIS GOODYEAR PLANT?

A. OKAY.

Q. JUST THIS GOODYEAR PLANT?

A. OKAY. ANYWAY, SHE WAS – **[*310]**

Q. SO SHE WAS – SQ SHE WAS AN AREA MANAGER FOR ABOUT HOW LONG, A MATTER OF MONTHS?

A. I REALLY DON'T KNOW. OKAY?

Q. WHO WAS THE NEXT ONE?

A. NEXT ONE WOULD BE SUE DOUGLAS, WHO WAS A –

Q. OKAY. WHEN WAS THAT?

A. THAT WAS IN EIGHTY – EARLY '95 PERIOD.

Q. HOW LONG WAS SUE DOUGLAS AN AREA MANAGER?

A. FROM '85 UNTIL SHE HAD CANCER AND PASSED AWAY SOMETIME IN THE LATE EIGHTIES.

Q. OKAY. SO –

A. I DON'T REMEMBER WHEN THAT WAS.

Q. – FOR A FEW YEARS? DID YOU SUPERVISE HER THAT WHOLE TIME?

A. YES, I THINK I DID.

Q. OKAY. WHO ELSE?

A. OKAY –

Q. LET ME ASK YOU THIS QUESTION: HOW MANY TIMES DID YOU SUPERVISE MORE THAN ONE WOMAN WHO WAS AN AREA MANAGER AT THE SAME TIME?

A. IN MOST CASES, LIKE ON A SHIFT WHERE YOU'D BE MEETING WITH A CREW, THERE WAS PROBABLY NO MORE THAN ONE ON A CREW, MAYBE.

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[*312]

Q. AND AS PART OF YOUR H.R. TRAINING, IF YOU SAW A DISCREPANCY OF A WOMAN WORKING WITH A BUNCH OF OTHER MEN, IN HER PAY, WOULDN'T THAT TURN ON A LIGHT IN YOUR HEAD?

A. IN LOOKING AT SALARIES, WHAT YOU LOOK AT IS – IS THE GROUP ABOVE THE MID – THE LOW POINT. IN OTHER WORDS, IF THERE'S A MINIMUM AMOUNT OF SALARY, YOU TRY TO

MAKE SURE NOBODY STAYS – GETS BELOW THAT.

BUT AS FAR AS WHERE SOMEBODY IS AT IN THE SALARY RANKING, THAT IS AN ACCUMULATION OF THEIR HISTORICAL MERITS; THEIR – THEIR HISTORY OVER THE YEARS; THAT THEIR TOTAL SALARY IS AN ACCUMULATION OF EACH YEAR.

THE FACT THAT – YOU WOULD LOOK, IF THERE'S SOMEBODY BELOW THE LOW POINT, AND SAY, HEY, I NEED TO DO SOMETHING TO KEEP THEM. BUT AS LONG AS THEY'RE IN THEIR RANGE, IT'S NOT SOMETHING YOU WOULD LOOK AT. YOU'D ALSO LOOK AT WHERE THEY WERE PERFORMING.

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Direct Examination of Michael Tucker

[*338]

A. YOU'RE READING THAT EXACTLY RIGHT. WE WERE GIVEN AN ALLOCATION, A TOTAL ALLOCATION. AND DURING THIS PAY PERIOD OR DURING THIS POLICY PERIOD, WE WERE ABLE TO GIVE A NUMBER OF RAISES, MAINLY BECAUSE OF THE AMOUNT OF MONEY THAT I WAS BUDGETED.

Q. RIGHT. I NOTICE THAT DOWN AT THE BOTTOM IT SAYS "TOTAL ALLOCATION"

AND "TOTAL EXPENDITURES." WHAT DOES THAT MEAN?

A. THAT'S THE TOTAL AMOUNT OF MONEY THAT WE WERE GIVEN TO ALLOCATE – TO DIVVY OUT INTO RAISES.

Q. SO YOU HAD A SET BUDGET, AND THEN YOU HAD TO DECIDE HOW TO DISTRIBUTE IT –

A. THAT'S CORRECT. AND THE POLICY ALSO STATED A MAXIMUM TIME FRAME, EITHER 12 OR 18 MONTHS, BY WHICH YOU COULD ACTUALLY GIVE SOMEONE A MERIT INCREASE. AND IT ALSO OUTLINED A MAXIMUM AMOUNT, PERCENTAGE AMOUNT, THAT YOU COULD GIVE SOMEONE.

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[*342]

A. * * * BUT DURING THIS PERIOD, I HAD $906 THAT I HAD TO SHARE – THAT I COULD SHARE WITH THESE INDIVIDUALS. AND YOU CAN SEE MR. MILLER AND MR. THOMPSON AT THAT TIME WERE NOT ELIGIBLE FOR A RAISE. AND SO I WAS ABLE TO GIVE EVERYONE, EXCEPT THOSE TWO IN MY AREA OF RESPONSIBILITY, A MERIT INCREASE. MAINLY, ONCE AGAIN, TO TRY TO MAKE CERTAIN THAT LILLY WAS NOT AT THE BOTTOM OF THE PAY RANGE, OR UNDER THE MINIMUM.

* * * * *

Q. LET ME NOW SHOW YOU WHAT WE'VE MARKED AS DEFENDANT'S EXHIBIT 6. IS THAT A DOCUMENT THAT YOU PREPARED?

A. (LOOKING AT EXHIBIT.) YES, SIR, IT IS.

Q. THESE OTHER DOCUMENTS, THE ONES FROM THE EARLIER YEARS; I THINK MRS. LEDBETTER SAID THAT SHE FOUND THEM – FOUND ONE OF THEM IN THE TRASH CAN OR SOMETHING, AND THEN KEPT THEM ALL OVER THESE YEARS. [*343] WOULD YOU – WOULD THESE BE DOCUMENTS YOU WOULD HAVE KEPT –

A. YES, THESE ARE DOCUMENTS THAT SHOULD BE ALWAYS – THEY'RE CONFIDENTIAL DOCUMENTS, DOCUMENTS THAT ALWAYS SHOULD BE LOCKED UP. * * * *

Q. NOW, THIS IS YOUR – WHAT IS DEFENDANT'S EXHIBIT 6?

A. THIS IS THE MERIT ALLOCATION FOR RADIAL TIRE ROOM BUSINESS CENTER IN GADSDEN.

* * * * *

[*354]

Q. AND YOU KNOW THAT – SURELY YOU ARE – YOU ARE FAMILIAR WITH THE POLICIES AND PROCEDURES CONCERNING THE TOP PERFORMANCE AWARD AND THE – AND THE INDIVIDUAL PERFORMANCE AWARD?

A. YES, SIR.

Q. AND YOU KNOW THAT THAT AWARD IS SUPPOSED TO BE GIVEN FOR TOP PERFORMANCE, DON'T YOU?

A. PER THAT POLICY, IT WAS STATED IT WAS FOR TOP PERFORMANCE. YES, SIR.

Q. IN FACT, IT SAYS – AND I'M LOOKING AT PLAINTIFF'S EXHIBIT 17, WHICH WAS PREVIOUSLY ADMITTED – IT SAYS THAT "IT IS CRITICAL THAT TPA'S ONLY BE GRANTED TO THOSE INDIVIDUALS WHO HAVE DEMONSTRATED, THROUGH VALUE, ADDED CONTRIBUTIONS THAT THEY ARE, IN FACT, THE TOP PERFORMERS IN THE COMPANY."

YOU KNEW IT SAID THAT, DIDN'T YOU?

A. THAT'S WHAT THE POLICY SAYS.

Q. FOR – AND ALSO SAYS "FOR THE TOP PERFORMANCE AWARD FOR ONLY THE HIGHEST LEVEL OF INDIVIDUAL PERFORMANCE AND CONTRIBUTION IN AN

ORGANIZATION"; THAT'S – YOU KNEW THAT WAS WHAT IT SAID?

A. YES, SIR.

Q. AND IF YOU LOOK AT PLAINTIFF'S EXHIBIT NUMBER 16, WHICH [*355] IS THE SALARY COMPENSATION PROGRAM, DID YOU KNOW THAT IT ALSO SAID FOR TOP PERFORMERS, "THOSE WHO CONSISTENTLY EXCEED ALL PERFORMANCE STANDARDS OF THEIR JOB RESPONSIBILITIES"? ON PAGE 10, YOU SEE THAT?

A. (LOOKING AT EXHIBIT.) YES, SIR.

Q. SO THE AWARD THAT YOU GAVE HER, BASED UPON THE COMPANY RULES AND REGULATIONS, WAS ONLY SUPPOSED TO BE GIVEN TO THOSE – IT WAS CRITICAL THAT IT ONLY BE GIVEN TO THOSE WHO WERE THE VERY BEST IN PERFORMANCE; CORRECT?

A. PER THE POLICY. YES, SIR.

Q. AND, IN FACT, WHEN YOU GAVE THE AWARD TO MRS. LEDBETTER, YOU TOLD HER, DIDN'T YOU, THAT THE REASON SHE WAS GETTING SUCH A BIG INCREASE, 7.85 PERCENT, WAS BECAUSE SHE WAS BEING AWARDED THE TOP PERFORMANCE AWARD AND THE INDIVIDUAL PERFORMANCE AWARDS, DIDN'T YOU?

A. SIR, I DON'T RECALL TELLING HER THAT. NO.

Q. WELL, WHAT DID YOU TELL HER? IF YOU DON'T REMEMBER TELLING HER THAT, WHAT DID YOU TELL HER WAS THE REASON WHY YOU WERE GIVING HER A 7.85 PERCENT RAISE –

A. ONCE AGAIN, WE GO BACK TO LILLY'S SALARY RANGE, AND I WAS DOING EVERYTHING THAT I COULD TO MOVE HER SALARY UP.

AND AT THAT TIME, THE ONLY – DURING THAT PERIOD, THE ONLY WAY THAT I COULD GIVE HER A 7.85 PERCENT MERIT INCREASE WAS TO GIVE HER THE TOP PERFORMANCE AWARD.

Q. BUT WHAT DID YOU TELL HER? THAT'S NOT WHAT YOU TOLD HER, **[*356]** IS IT?

A. SIR, IN 1994, I CAN'T SIT HERE AND TELL YOU EXACTLY WHAT I DID TELL HER. BUT –

Q. DO YOU REMEMBER WHEN YOUR DEPOSITION WAS TAKEN?

A. YES, SIR.

Q. LOOK WITH ME, IF YOU WOULD, AT PAGE 177.

A. (LOOKING AT DEPOSITION.)

Q. AND WE'RE GOING TO BEGIN AT LINE 177, AND MR. GOLDFARB ASKS YOU THIS QUESTION BEGINNING AT LINE 7:

"WHEN YOU GAVE MRS. LEDBETTER THE 8 PERCENT RAISE, IT WAS IN DECEMBER OF 1995, DID YOU TELL HER THE REASON SHE WAS GETTING AN 8 PERCENT RAISE?"

READ YOUR ANSWER, PLEASE.

A. SAYS: "I CAN'T RECALL EXACTLY WHAT I SAID TO LILLY. I DON'T THINK THAT – I DON'T THINK – I'M ALMOST SURE THAT I DIDN'T TELL HER THAT SHE WAS RECEIVING A MERIT INCREASE BECAUSE OF WHAT HER SALARY WAS."

Q. "YOU TOLD HER IT WAS BASED ON HER JOB PERFORMANCE?"

WHAT WAS YOUR ANSWER?

A. "BASED ON HER JOB PERFORMANCE."

* * * * *

[*358]

Q. OKAY. FOR 2 AND 3, WHEN YOU LOOK AT THEM, IT'S CLEAR AS A BELL THAT SHE IS WAY LOWER THAN ALL THOSE OTHER MEN ON THE LIST, ISN'T SHE?

A. LILLY'S RATE WAS LESS THAN THE OTHER PEOPLE DOWN THERE.

Q. IN FACT, THERE'S NOT A MAN ON THERE THAT IS EVEN CLOSE TO THE LOW RANGE OF 2967, IS THERE?

A. ON THIS DOCUMENT, NO, SIR.

Q. IN FACT, EXCEPT FOR MR. BICE, WHO MADE 3995 IN '94, EVERYBODY ELSE MAKES 4400 OR MORE – IS THAT A MONTH OR IS THAT BIWEEKLY?

A. THAT'S A MONTHLY SALARY.

Q. A MONTH?

A. MR. THOMPSON MAKES 4320. **[*359]**

Q. MRS. LEDBETTER MAKES 3288, DOESN'T SHE?

A. ACCORDING TO THIS DOCUMENT, YES, SIR.

THE COURT: AND YOU HAVE NO REASON TO DOUBT THE DOCUMENT?

THE WITNESS: SIR?

THE COURT: YOU HAVE NO REASON TO DOUBT THE DOCUMENT?

THE WITNESS: NO, SIR.

BY MR. QUINN:

Q. AND – AND IT BECAME OBVIOUS TO YOU HOW LOW HER SALARY WAS, DIDN'T IT?

A. PER THE MINIMUM RANGE, HER SALARY WAS LOW.

Q. AND DIDN'T IT ALSO BECOME OBVIOUS TO YOU WHEN YOU COMPARED HER SALARY TO EVERYBODY ELSE'S ON THIS LIST, WHO JUST HAPPENED TO BE MEN, THAT IT WAS WAY LOWER THAN THEIRS?

A. THEIR SALARIES DIDN'T COME INTO – INTO IT AT ALL. I WAS REFERRING – I MEAN, IT WAS ALWAYS GOING BACK TO LILLY'S SALARY, NOT ANYONE ELSE'S SALARY.

Q. ALL RIGHT. THEN LET ME ASK YOU THIS: IF IT DIDN'T HAVE ANYTHING TO DO WITH THE MEN'S SALARY, BUT IT HAD TO DO WITH STRICTLY THE FACT THAT SHE WAS BELOW THE MINIMUM, WHY DID YOU LIE TO HER AND TELL HER IT WAS BECAUSE OF HER PERFORMANCE? WHY DIDN'T YOU JUST TELL HER, IT'S BECAUSE YOU'RE BELOW THE MINIMUM?

A. I – I CAN'T RECALL. YOU KNOW, I – MAYBE I DID AND **[*360]** MAYBE I DIDN'T. I CAN'T RECALL WHAT I TOLD MRS. LEDBETTER, BUT YOU HAVE MY DEPOSITION.

Q. ISN'T IT BECAUSE YOU REALIZED, BUT YOU JUST CAN'T ADMIT IT BECAUSE YOU STILL WORK AT THE COMPANY, THAT THIS LADY WAS NEVER PAID LIKE THE MEN –

A. NO, SIR.

Q. – AND YOU DIDN'T THINK IT WAS RIGHT?

A. NO, SIR.

Q. BUT YOU COULDN'T TELL HER THAT; AND THE REASON YOU COULDN'T TELL HER THAT IS BECAUSE YOU'D BE ADMITTING IT, AND THE COMPANY THAT YOU WORK FOR WOULD –

A. SIR, I CAN'T HEAR WHAT YOU SAID.

Q. – I SAID, AND YOU DIDN'T ADMIT IT BECAUSE YOU KNEW IF YOU DID AND TOLD HER THE REAL REASON, THAT YOU'D BE ADMITTING THAT GOODYEAR HAD NOT BEEN PAYING THIS WOMAN WHAT SHE DESERVED?

A. NO, SIR. THAT'S NOT CORRECT.

THE COURT: WELL, ARE YOU SAYING THAT SHE WAS BEING PAID WHAT SHE DESERVED?

THE WITNESS: SIR, SHE – WITH HER JOB RATE, THERE'S A MINIMUM AND A MAXIMUM. OKAY. IT'S MY RESPONSIBILITY TO KEEP ANYONE THAT'S WORKING IN MY AREA OF RESPONSIBILITY ABOVE THE MINIMUM. AND THAT WAS WHAT I WAS DOING. AND I –

THE COURT: SO SHE WAS BEING PAID BELOW THE MINIMUM?

THE WITNESS: AT ONE TIME. YES, Sir. **[*361]**

THE COURT: AND BECAUSE SHE WAS BEING PAID BELOW THE MINIMUM, YOU RAISED HER SALARY?

THE WITNESS: YES, SIR.

BY MR. QUINN:

Q. BUT YOU DIDN'T TELL HER THAT; INSTEAD, YOU TOLD HER IT WAS BECAUSE OF HER PERFORMANCE?

A. NO, SIR. I – I –

Q. THAT'S WHAT YOU TOLD HER? YOU DIDN'T TELL HER IT WAS BECAUSE SHE WAS BELOW MINIMUM, YOU TOLD HER IT WAS BECAUSE OF HER PERFORMANCE, DIDN'T YOU?

A. WELL, MERIT INCREASES WAS REALLY, AT THAT TIME, THE ONLY WAY THAT I WAS AWARE OF THAT WE COULD RAISE SALARIES. AND IT WASN'T COMMON KNOWLEDGE TO SHARE MINIMUM AND MAXIMUM SALARIES AT THAT TIME.

Q. AND NOW, CONVENIENTLY, WE DON'T KNOW WHERE THE '95 SALARIED EMPLOYEE SHEET IS THAT SHOWS WHERE YOU GAVE HER THAT 7.85 PERCENT, WHICH WOULD ALSO SHOW WHERE SHE RANKED IN HER PERFORMANCE GROUP; WE DON'T HAVE THAT DOCUMENT, DO WE?

A. THAT DOCUMENT HASN'T – THAT DOCUMENT HASN'T BEEN PROVIDED TO ME.

Q. DO YOU KNOW WHERE IT IS?

A. NO, SIR.

* * * * *

Arguments on Defendant's Motion for Directed Verdict At the Close of Evidence

[*382]

(IN OPEN COURT, JURY NOT PRESENT.)

THE COURT: ALL RIGHT. I'LL NOW HEAR THE DEFENDANT'S MOTION AT THE CLOSE OF ALL – AT THE CLOSE OF THE PLAINTIFF'S CASE IN CHIEF.

MR. ST. CLAIR: YES, YOUR HONOR.

THE DEFENDANT MOVES FOR A JUDGMENT AS A MATTER OF LAW ON ALL OF THE CLAIMS IN THE CASE.

THE COURT: YES, SIR. THAT MOTION IS DENIED GENERALLY. THE MOTION IS GRANTED WITH RESPECT TO THE THREE DAY SUSPENSION.

* * * * *

[*384]

THE COURT: YES. OTHERWISE, THE MOTION FOR JUDGMENT AS A MATTER OF LAW IS DENIED.

[*457]

AND SHE MUST PROVE THAT EACH CLAIM AROSE WITHIN SIX MONTHS OF HER FILING A CHARGE OF DISCRIMINATION WITH THE EEOC, OR HER COMPLETION AND SUBMISSION TO THE EEOC OF A QUESTIONNAIRE RELATING TO THE CLAIM.

* * * * *

[*459]

AN EMPLOYER SUCH AS GOODYEAR IS REQUIRED, AFTER AN EEOC CHARGE IS FILED AGAINST IT, TO PRESERVE ALL EXISTING PERSONNEL RECORDS RELATED TO THE CHARGE UNTIL THE CHARGE HAS BEEN DISPOSED OF. IF AN EMPLOYER DESTROYS PERSONNEL RECORDS RELEVANT TO THE CHARGE, THEN YOU MAY INFER THAT IF THE PERSONNEL RECORDS HAD BEEN PRESERVED THEY WOULD HAVE BEEN BENEFICIAL TO THE PLAINTIFF AND NOT HELPFUL TO THE DEFENDANT. IN THE ABSENCE OF AN EEOC CHARGE, AN EMPLOYER IS REQUIRED TO PRESERVE THE PERSONNEL RECORDS FOR A YEAR.

PLAINTIFF'S THIRD CLAIM IS THAT AS AN AREA MANAGER, SHE WAS PAID A LOWER SALARY BY THE DEFENDANT BECAUSE OF HER SEX. AGAIN, IT IS UNLAWFUL UNDER TITLE VII FOR AN EMPLOYER TO

DISCRIMINATE ON THE BASIS OF SEX IN THE PAYMENT OF SALARIES TO ITS EMPLOYEES.

IN ORDER TO PREVAIL ON THIS DISPARATE SALARY CLAIM, THE PLAINTIFF MUST PROVE THAT EACH OF THE FOLLOWING TWO FACTS IS MORE LIKELY SO THAN NOT:

FIRST: THAT WHILE PERFORMING THE SAME WORK AS SIMILARLY SITUATED MEN, SHE WAS PAID A LOWER SALARY;

SECONDLY: THAT HER SEX MADE A DIFFERENCE IN GOODYEAR'S DECISION TO PAY HER A LOWER SALARY THAN SIMILARLY SITUATED MALE EMPLOYEES.

* * * * *

[*462]

YOU SHOULD CONSIDER ANY LOST WAGES AND FRINGE BENEFITS WHICH THE PLAINTIFF SUFFERED, BEGINNING SIX MONTHS FROM THE DAY THAT SHE FILED HER EEOC QUESTIONNAIRE AND CONTINUING UP TO TODAY – IF YOU FIND THAT PLAINTIFF'S EMPLOYMENT WOULD HAVE CONTINUED UP TO TODAY.

HOWEVER, IF YOU FIND THAT EVEN HAD THERE BEEN NO DISCRIMINATION OR RETALIATION, PLAINTIFF WOULD NOT HAVE CONTINUED TO WORK UP TO THE PRESENT DATE, YOU WOULD THEN DETERMINE THE DATE ON WHICH PLAINTIFF'S EMPLOYMENT

WOULD LAWFULLY HAVE COME TO AN END. AND THEN AWARD DAMAGES UP TO THAT DATE.

IN ADDITION TO BACK PAY AND LOST WAGES, YOU MAY ALSO AWARD COMPENSATORY DAMAGES FOR MENTAL ANGUISH ARISING OUT OF SEXUAL DISCRIMINATION OR RETALIATION. THESE KINDS OF DAMAGES – DAMAGES FOR EMOTIONAL DISTURBANCE, MENTAL ANGUISH – ARE NOT RESTRICTED TO ACTUAL LOSS OF TIME OR MONEY; THEY COVER BOTH THE MENTAL AND PHYSICAL ASPECTS OF INJURY – TANGIBLE AND INTANGIBLE. NO EVIDENCE OF THE VALUE OF SUCH THINGS AS EMOTIONAL OR MENTAL ANGUISH HAS BEEN OR NEED BE INTRODUCED. IN THAT RESPECT IT IS NOT VALUE THAT YOU ARE TRYING TO DETERMINE, BUT AN AMOUNT THAT WILL FAIRLY AND REASONABLY COMPENSATE FOR THE LOSSES THE PLAINTIFF HAS SUFFERED. THERE'S NO EXACT OR MATHEMATICAL STANDARD TO BE APPLIED; BUT ANY AWARD FOR MENTAL ANGUISH MUST BE FAIR AND JUST IN LIGHT OF EVIDENCE.

* * * * *

[*476]

THE COURT: THE CLERK WILL RECEIVE THE VERDICT.

(HANDING VERDICT TO THE CLERK.)

* * * * *

"QUESTION NUMBER 3: DO YOU FIND IT MORE LIKELY THAN NOT THAT DEFENDANT PAID PLAINTIFF AND UNEQUAL SALARY BECAUSE OF HER SEX?" THE ANSWER IS "YES."

EEOC FORM 5A JAN 78
CHARGE OF DISCRIMINATION

CHARGE NUMBER(S) (AGENCY USE ONLY)
☒ EEOC 042 82 1553 (AMENDED)

NAME: Ms. Lilly Ledbetter
HOME TELEPHONE NUMBER: (205) 435-6757
STREET ADDRESS: 1206 East Mountain Avenue
Jacksonville, AL 36265
COUNTY: Calhoun

NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME. (If more than one list below).

NAME: Goodyear Tire & Rubber Company
TELEPHONE: (205) 546-6341
STREET ADDRESS: 922 Meighan (East) Boulevard
Gadsden, AL 35903

CAUSE OF DISCRIMINATION BASED ON MY (Check appropriate box(es))

☐ **RACE** ☐ **COLOR** ☒ **SEX** ☐ **RELIGION**
☐ **NATIONAL ORIGIN** ☐ **OTHER (Specify)**

DATE MOST RECENT OR CONTINUING DISCRIMINATION TOOK PLACE: May 14, 1982

THE PARTICULARS ARE:

I. On May 14, 1982, I was demoted from my position in process control and transferred to a job in quality control. I have been employed since February 5, 1979. The employer has more than 15 employees.

II. Jerry Jones, personnel, and Chuck Fritz, division superintendent, told me I was being transferred because

I could not stay in process control after I had complained about being sexually harassed by my supervisor. They also stated that I was not performing up to standard after I complained of sexual harassment.

III. I believe I have been discriminated against because of my sex, female, inasmuch as:

1. Effective in February 1982, I received a merit increase in my salary because according to Mr. Fritz I was doing a good job.

2. Although the employer is not classifying my transfer as a demotion, I am performing less desirable tasks and I am not fully qualified for the jobs in quality control because I have not been trained. Also, I am no longer classified as a supervisor.

3. I reported to Mr. Jones and Mr. Fritz that my immediate supervisor, Lother Yarbrough, who is classified as a uniformity specialist was sexually harassing me by making sexual propositions, touching my body, constantly talking to me in explicit sexual terms, and threatening that he will have my job if I do not submit to his demands.

4. Mr. Jones and Mr. Fritz told me they would conduct an investigation. They indicated that Mr. Yarbrough admitted to them that he had done those things of which I had accused him, except touching by breasts. They told me that Mr. Yarbrough would remain on his job but I would be transferred.

5. It should be noted that Mr. Yarbrough has the reputation of being a womanizer.

6. I have not received the same training as men in a number of positions, including supervisor in Dept. 555 and Dept. 541, process control and most currently, in quality control.

IV. Females as a class have been victimized by sexual harassment on the job at Respondent's Gadsden plant.

(ORIGINAL CHARGE FILED ON 06/08/82)

I will advise the agency if I change my address or telephone number and I will cooperate fully with it in the processing of my charge in accordance with its procedures.

I declare under penalty of perjury that the foregoing is true and correct

DATE_____
CHARGING PARTY (Signature)_____

CHARGE FILE COPY

STATE OF ALABAMA)
)
COUNTY OF CALHOUN)

AFFIDAVIT

Ms. Lilly Ledbetter, being first duly sworn says, based upon her own personal knowledge, as follows:

1. I am the charging party in E.E.O.C. Charge No. 042821553 against Goodyear Tire and Rubber Company, Gadsden, Alabama.

2. I have been asked to briefly describe the sexual harassment I have endured in my employment at Goodyear. I have also been asked to describe how I was denied training opportunities that were otherwise available to male supervisors.

3. During the period June, 1979 to July 1, 1980, I was supervisor in Department 543 and I supervised twenty-two (22) people, and I was a supervisor in Department 541, and I supervised sixteen (16) people.

4. During this period the shift foreman, Mr. Bill Edwards, told me that the bra I was wearing appeared to be a french bra because it "had those things high and my nipples were showing". Mr. Edwards often referred to my department as the department that appeared like a "whorehouse". Mr. Edwards also told me that "if I kept bending over at the file cabinet, I might get something rammed in my a. . that I did not want."

5. I was supervisor in Department 555 from July 1, 1980 until June 30, 1981. The department foreman, Mr. Mike Maudsley, evaluated my work in March, 1981. He asked if I was married and said he wanted to date me. He talked to me almost five hours about himself. He told me that he was rating me number 11 out of 12 employees, but I could move up to a number 5 or maybe a number 3 rating if I

would meet him at the Ramada Inn. I asked how he could justify the low rating based on my job performance and he said it was more important that my bosses like me. During this period of time, I was supervising nineteen (19) people.

6. I transferred to Process Control on July 1, 1981. My supervisor was Lother Yarbrough. Lother Yarbrough constantly told me intimate details regarding his sex life. In August he told me that Goodyear people were saying how I would be his next woman. In December he started telling me I would have to love him because his woman threw him out. I did nothing to encourage this behavior and did not welcome this behavior at all. I told this to Mr. Yarbrough. I also told him I was not qualified to help him with his own personal problems. Starting in January, 1982, Mr. Yarbrough seemed obsessed with his requests and propositions for me to go to bed and have sex with him. He said we would be a great pair. When I refused him, he told me my job with Goodyear depended on him and he could get my job if I did not please him. He said if I would do all the things he wanted me to do, then I would have an opportunity for advancement. Otherwise, my job was in jeopardy.

Mr. Yarborough regularly propositioned me to go to his house and go to bed with him so that we could forget our problems. He would tell me to hold my shoulders back so my "boobs" would stand out. He told me on one occasion that I did not appear to have on a bra. He regularly said how he could see every curve of my body through my clothes.

On May 10, 1982, while testing tires, Mr. Yarbrough kept putting his hands on me. He rubbed his hands up and down and around on my back and touched my breasts. I quickly moved away from him. Then he said, "now that you have got me worked up what are you going to do about it?"

I told Mr. Yarbrough that I would do nothing about it. He reacted by overloading me with work and refused to provide me with assistance. When I complained about my

work load, Mr. Yarbrough told me that I had not pleased my boss and that he was going to have my job.

7. When I was transferred to Department 541 and later to Department 555, I received no training whatsoever.

8. The supervisor training which was available after I transferred to Process Control was not made available to me. I had asked whether I could secure this training, but I was told that I would not need the training.

9. In January, 1982, Goodyear scheduled statistic classes for employees and I was not included in these classes.

10. In March, 1982, I was not permitted to attend an E.E.O.C. seminar for supervisors.

11. In May, 1982, I complained about the fact that I had not received the degree of training and education that males had received from the Company. Mr. Bullock told me that Goodyear did not care if I had any further training or education.

/s/ Lilly Ledbetter
Lilly Ledbetter

STATE OF ALABAMA)
)
COUNTY OF CALHOUN)

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that Lilly Ledbetter, whose name is signed to the foregoing Affidavit, appeared before me on this date and after being duly sworn by me deposes and says under oath that the matters contained in the foregoing Affidavit are true.

Witness my hand and official seal on this 26th day of January, 1983.

/s/ Debbie Snow
NOTARY PUBLIC

THE GOODYEAR TIRE & RUBBER COMPANY

BOOK I
MECHANICAL

1. R. HOLMAN	88%	36. B. MILLER	50
2. L. LEDBETTER	81	37. B. HEAD	49
3. B. POWELL	77	38. M. LEVINSON	49
4. C. OWENS	76	39. D. PASLAY	45
5. R. FORTENBERRY	76	40. N. MURPHY	45
6. D. BELYEU	75	41. R. TAYLOR	43
7. J. SHEARS	74	42. P. ELROD	42
8. G. GRAHAM	74	43. ?. CRAWFORD	36
9. L. HUGHES	74	44. E. HARPER	35
10. S. THOMPSON	72	45. S. DOUGLAS	34
11. R. MAXWELL	72	46. B. MAJOR	23
12. M. TUCKER	69		
13. K. TIDEMORE	69	INCOMPLETE	
14. P. THOMAS	66		
15. P. MCLEOD	66	1. W. DAVIS	
16. G. PAYNE	66	2. J. KELL	
17. K. KOEHLER	66	3. A. DRINKARD	
18. J. GARRISON	65	4. J. PIKE	
19. C. SMITH	65		
20. R. GOSS	65	BOOK II	
21. J. MOON	63	ELECTRICAL	
22. G. NELSON	63		
23. G. RUSSELL	63	1. K. KOEHLER	96%
24. B. PHARES	60	2. C. OWENS	94
25. T. HOLLINGTON	59	3. R. MAXWELL	94
26. T. MAGOURIK	59	4. L. LEDBETTER	94
27. B. MYERS	59	5. D. BELYEU	93
28. D. BARNES	59	6. R. HOLMAN	92
29. G. HOWZE	57	7. G. PAYNE	92
30. P. JODAN	54	8. G. GRAHAM	89
31. M. ATKINS	54	9. B. THOMAS	89
32. W. CHAPMAN	52	10. S. THOMPSON	88
33. B. THOMAS	52	11. T. MAGOURIK	87
34. J. BONDS	51	12. G. RUSSELL	87
35. A. KISNER	50	13. B. MYERS	86

14. J. SHEARS	84
15. J. GARRISON	84
16. M. TUCKER	84
17. R. FORTENBERRY	84
18. N. MURPHY	83
19. R. GOSS	82
20. P. JODAN	82
21. L. HUGHES	82
22. A. DRINKARD	81
23. J. KELL	77
24. G. NELSON	77
25. J. MOON	77
26. T. HOLLINGTON	77
27. J. PIKE	77
28. W. CHAPMAN	76
29. B. PHARES	76
30. D. PASLAY	75
31. M. LEVINSON	74
32. P. MCLEOD	74
33. W. DAVIS	73
34. P. THOMAS	73
35. A. KISNER	72
36. C. SMITH	70
37. G. HOWZE	70
38. J. BONDS	70
39. B. MILLER	68
40. M. ATKINS	67
41. E. HARPER	65
42. R. TAYLOR	52
43. B. MAJOR	34
44. S. DOUGLAS	32

INCOMPLETE

1. K. TIDEMORE
2. B. POWELL
3. B. HEAD
4. D. BARNES
5. P. ELROD
6. ?. CRAWFORD

* * * * *

TO: A056756 GADSDEN6 Ledbetter, L.M.

FROM: A055008 GADSDEN6 Jones, J.F.

DATE: FEBRUARY 4, 1992
SUBJECT: RLT assignment
F

Congratulations on your new assignment, you have worked very hard and have made a lot of improvement in the last few years and deserve the opportunity. J Jones
F
F

TO:

FROM: A030302 GADSDEN6 Whiteman, K.

DATE: AUGUST 20, 1992
SUBJECT: Past 8 months

Steve, Dick, Jimmy and Lilly

I just wanted to tell the 4 of you that the past several months have been the most rewarding of my Goodyear career. The things that you 4 have accomplished have really been exceptional and I am proud to have worked with you. Keep the momentum going, and I know you will, and remember to make decisions based on what is the right thing to do. Thanks for all the help, support and teaching you have done for me. Call or stop if I can ever be of help.....Kim

PAY FOR PERFORMANCE
GOODYEAR
Salary Compensation Program

INTRODUCTION

As Goodyear continues to unfold its competitive strategy in the marketplaces of the world, the management of all resources will play a growing and vital role in our company's future. The most crucial resource is our team of Goodyear associates. It is increasingly important that we not only hire the best people, but that we make absolutely certain our associates are compensated fairly in return for the contributions they make toward our success.

Goodyear recognizes that associates would like to know more about their salaries, how they are determined, how their performance is rewarded, and how pay increases are planned and administered. This booklet is intended to share with you, in general terms, guidelines which have been provided annually for managers to assist them in performance appraisals and salary compensation programs. We encourage our associates to get answers not found in this booklet from their managers or Personnel Departments.

Reaching our corporate objectives requires a team effort from all our associates. It is management's objective to assure that the proper tools, training and incentives are in place so that associates have the opportunity to perform at their best, and are properly and competitively rewarded for their contributions.

This booklet conveys how highly Goodyear values performance and strives to make the best use of its payroll dollars to recognize and reward our salaried associates.

P2

SALARY COMPENSATION PROGRAM

As a salaried associate of Goodyear, you likely have a natural curiosity about your salary and the policies that determine how Goodyear salary ranges are established for various jobs. Since salaries represent one of our largest expenditures, we want to be sure that we spend our salary dollars effectively. That means paying salaries which help us attract, retain, and motivate

deserving associates. Goodyear's salary compensation program is designed to accomplish these goals. We believe that our salaried associates should understand salary compensation policies and how they work. We have prepared this booklet to explain the basic elements of our salary program. The following pages will give you a better understanding of the process we use to accomplish our salary compensation objectives and manage our salary dollars.

GOALS OF THE SALARY PROGRAM

Your salary probably ranks high on the list of things that are most important to you and you want to know that you're paid fairly for the work you do. Your salary is just as important to the Company as it is to you. We spend a lot of time and effort testing the fairness of our salaries, and making sure they are competitive with others in the job marketplace. For Goodyear to achieve its compensation objectives, our program must pay salaries that:

- are fair and equitable within the Company (internal equity)
- are competitive in the marketplace (external competitiveness)
- reward individuals on the basis of their performance (pay for performance)

P3

WHAT DO THESE OBJECTIVE MEAN?

Internal Equity – The value of a job within the company depends on numerous factors, among which are technical knowledge required, the complexity of the work and the decision-making authority involved. The more difficult or demanding the job is, the higher its pay level should be. Pay levels for jobs reflect the relative value of the jobs within the Company.

External Competitiveness – Through salary surveys, we compare our salaries to those paid by other companies for

similar positions. We want to be sure that our salaries attract and retain the best talent.

Pay for Performance – Once we establish a salary structure that's internally equitable and externally competitive, your performance on the job is a major factor in determining your pay within the salary range.

P4

HOW OUR SALARY PROGRAM WORKS

Listed below are the main elements of Goodyear's Salary Compensation Program:

1. ***POSITION DESCRIPTION*** – outlines and describes in broad terms the content of your job.
2. ***EXEMPT or NON EXEMPT?*** – analysis to determine whether a job will be classified as exempt or non exempt.
3. ***POSITION EVALUATION*** – determines the relative value of the position and defines the value in terms of Hay points or job levels.
4. ***SALARY RANGES*** – conversion of Hay points or job levels into specified salary ranges.
5. ***PERFORMANCE APPRAISAL*** – provides an opportunity for you and your manager to assess your performance on designated elements of your job.
6. ***MERIT INCREASE GUIDELINES*** – assist management in administering the merit budget allocation.
7. ***PROMOTIONAL INCREASE POLICY*** – outlines the requirements of a promotion, and how the position change may affect your salary.

P5

The following pages will expound upon each of these elements, then conclude with comments on the selection of associates for job changes.

P6

POSITION DESCRIPTIONS

Accurate and thorough position descriptions are the primary sources of information for performing position evaluations. Position descriptions outline the major functions and responsibilities, as well as the problems and challenges in the job. They are used primarily in position evaluation, position comparisons, and performance appraisals for comparing your accomplishments to your responsibilities.

The description provides you and your manager with the basic content of job functions identifying major responsibilities and reporting relationships. It is reach manager's / department's responsibility to ensure that position descriptions are reviewed regularly and reflect current and accurate information. If your job responsibilities have changed significantly since the description was written, bring the changes to your manager's attention. After any new, revised, or updated position has been approved by the department / division management, it should be forwarded to the Salaried Compensation Department for review to determine the appropriate Hay point rating or job level.

EXEMPT OR NON EXEMPT?

Once a position description is received by the Salaried Compensation Department, a determination is made on whether a job is exempt or not exempt from the provisions of the Fair Labor Standards Act of 1938. This Act, commonly called the "Wage and Hour Law", covers many topics such as minimum wage, employment standards for minors, and overtime regulations.

Whether or not a job is exempt from the provisions of this Act depends on several factors, such as work responsibilities and education or training necessary to perform the job. Also, various guidelines and tests

established by the Act help determine if a position meets the criteria for exempt status.

P7

POSITION EVALUATION

The tern "position evaluation" refers to the method we use to establish the relationship between positions. This is done by comparing one position to others within Goodyear as well as considering its contribution to the achievement of Company objectives. The evaluation focuses entirely on the position, NOT on the performance of the individual in that position.

EXEMPT POSITIONS are evaluated under the professionally developed process called the Hay Job Evaluation System. Using the Hay System we determine a point value for each position in terms of three main factors – Know-How, Problem Solving and Accountability.

- KNOW-HOW measures the skills, education, and experience necessary to perform a particular job. The evaluation considers the specialized, technical, or practical knowledge required by the job along with an assessment of managerial and human relation skills.

- PROBLEM SOLVING measures the degree to which "know-how" is used to identify, define and solve job related problems. The creativity, overall complexity, and the type of thinking challenge needed in performing the job are assessed.

- ACCOUNTABILITY measures the amount of personal and [P8] procedural control to which the position is held responsible. The assessment of accountability is based upon the freedom to act and implement decisions, impact of the job on end results, and the size of the area (expressed in dollars) most clearly affected by the job.

Each position is analyzed using these components, and Hay points are assigned for Know-How, Problem Solving, and Accountability based on the relative value of this position to other positions within the Company.

When the position evaluation is completed, the points for each of the factors are added together to get a total point value for the position. From time to time, Goodyear point totals are correlated with similar position in other companies evaluated under the Hay System to help insure evaluation correctness.

Once established, the point total is multiplied by a formula that establishes a salary range for the position. Salary ranges are also compared to market pay data and national surveys to validate the competitiveness of ours alary ranges.

NON EXEMPT POSITIONS are evaluated by comparing each job to similar positions outside Goodyear and other positions within the Company. Incorporating both factors, external competitiveness and internal equity, we determine a fair value for the job. Once these comparisons have been made a job level (often called a "pay grade") and salary range is assigned.

P9

SALARY RANGES

After the job evaluation process, each exempt and non exempt position is assigned salary range. A salary range consists of a minimum, midpoint, and maximum dollar value. Salary range midpoints are designed around an average market salary which reflects the current prevailing value of the position in the marketplace. Salary ranges are calculated so that the range maximum is 50% grater than the range minimum. This range spread is established to allow for differences in pay that recognize individual differences in qualifications, experience, and performance.

We make sure Goodyear salary ranges remain competitive by participating in surveys which tell us what other companies are paying for positions similar to those in our Company. Each year a review is made to determine whether all ranges are in need of adjustment to stay competitive in the marketplace.

[PP10-11 MISSING]

P12

MERIT INCREASE

Like other major expenditures in a well-managed business, merit increases are controlled by an approved budget. We refer to such a budget as a "merit budget" because it establishes the amount of merit funds to be available each year for merit increases. Recommendations concerning the size of Goodyear's merit budget are generally made around the end of each year for the following year. Although many factors are considered, some of the most important considerations are:

- the current level of each position's salary in relation to pay practices of other companies on a local and national basis,
- projections for the coming year regarding merit budget activity of other major companies on a national basis,
- economic conditions in general,
- and Goodyear's business objectives, profitability and ability to afford a merit budget in a given year.

Each department/division is allocated a portion of the total merit budget approved for the year. This allocation is derived from the amount of the department's/division's total base salary.

Every year managers responsible for administering departmental or divisional merit programs are provided with approved merit increase guidelines. These guidelines establish the minimum and maximum increase percentage which may be granted, the minimum time interval between increases, and other such details.

P13

In determining how much of a merit increase you will receive, and how frequently you receive it, your manager will make into consideration factors such as:

- your job performance
- where your salary stands within the range
- amount and timing of your last merit or promotional increase
- amount of available merit increase funds

P14

PROMOTIONS

A job change is considered a promotion when *both* the nature of the job and the level of the job meet these qualifications:

- Nature of the job changes–

  This means an associate transfers to a new position which entails noticeable differences in job content and increased responsibility. A movement through a salary classification having a series of levels (eg: Accountant I, Accountant II, Accountant Senior, or Engineer, Staff Engineer, Senior Engineer) is not considered a promotion.

- Job level changes–

  EXEMPT ASSOCIATES: the new position must be ten percent or higher in Hay points than the present position to be considered a promotion.

NON EXEMPT ASSOCIATES: the new position must be two or more salary job levels higher than the present position to be considered a promotion.

There are occasions when a transfer, which may not represent an official promotion according to the guidelines above, can enhance an associates' [sic] personal growth and development. As a result, the transfer may improve future opportunities for advancement.

When promoted under the current policy, you may be granted an increase of up to 15 percent of your base salary if the proposed salary falls below the salary range midpoint of the new position; or up to 10 percent if the proposed salary falls above the new salary range midpoint.

P15

ASSOCIATE SELECTION

Selecting associates for transfer or promotion begins by identifying candidates that possess the critical skills, experience and knowledge necessary to perform the position's responsibilities.

The process of identifying candidates for a job opening involves utilization of various resources depending on the opening, available candidates, and location of the opening.

Goodyear encourages associates to participate in the SKILLS BANK and use the JOB AWARENESS SYSTEM tools. These tools are designed to assist in identifying candidates who might not have been otherwise considered for a new opportunity.

Goodyear accepts its obligation to identify and include qualified protected group members as candidates for promotional opportunities.

Final selection is based upon the candidate's qualifications, performance, experience, education, interest, attendance and the interview process.

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SUMMARY

The material presented in this booklet is designed to answer most general questions abut Goodyear's salary compensation program. If, after reading its contents, you have any questions, you are encouraged to discuss them with your department manager.

As the company faces the future of global competition it is imperative that staffing levels be maintained that optimize productivity and cost effectiveness. Qualify of performance, which is often an individual choice, is essential both for the associate and Goodyear.

Our salary compensation program gives YOU the opportunity for higher earnings. The degree to which you take advantage of this opportunity depends on your daily performance on the job. Your greatest salary opportunities come from you . . . pay for your performance.

Goodyear wants to give each associate the opportunity to make use of this or her talents—the right person in the right job, paid accordingly. This will help assure continued growth of Goodyear, thereby opening new avenues for individual advancement and the opportunity for high earnings.

Our salary compensation programs provide flexibility for our managers in recognizing and rewarding individual performance. These guidelines are an advisory tool for managers and have never been intended to be a binding contract. They are subject to revision at any time as circumstances warrant.

The Goodyear Tire & Rubber Company

Akron, Ohio 44316 – 0001

Vice President

January 8, 1996

To: All Managers Who Administer Salary Increase Budgets
Subject: **Salary Compensation Guidelines for Calendar Year 1996**

In January of last year, we announced the 1995 Corporate Compensation Plan for salaried associates. This plan was significantly different than previous years' compensation plans.

The components of the 1995 compensation system were designed to: 1.) encourage and recognize significant levels of individual performance through Individual and Top Performance Awards and 2.) Provide all associates an opportunity to share in the financial results of the company through the Associates Performance Plan. These components were implemented to help achieve levels of performance necessary for our future success as a global company and to more directly align total compensation with business objectives and results.

As part of the compensation system implementation process, these new pay components were evaluated and measured during the year to ensure fairness and that design objectives were being met. In this ongoing analysis process, it was determined that program objectives were met and that these new components should be carried into 1996.

Details of the 1996 Corporate Compensation Plan are outlined in the attached letter. In summary, the 1996 Plan contains:

1.) Individual Performance Awards
2.) Top Performance Awards
3.) the Associate Performance Plan

Critical to the success of the 1996 Compensation Plan are quality performance appraisals. These are critical to help managers determine eligibility for various performance awards but also to

provide a basis for discussion with associates on how individuals can increase performance levels.

Your cooperation was essential to the successful implementation of the 1995 Plan. Your future support will help assure continued success in 1996.

/s/
Vice President
Human Resources & total Quality Culture

M L Burns
mlbguide.ltr

THE GOODYEAR TIRE & RUBBER COMPANY
PERSONNEL POLICY & PROCEDURE LETTER
AKRON, OHIO

DATE: January 8, 1996 SC NO 61

SUBJECT: **1996 CORPORATE COMPENSATION PLAN**

TO: ALL MANAGERS WHO ADMINISTER SALARY INCREASE BUDGETS

This letter outlines salary administration policies and guidelines to be administered during calendar year 1996 (1-1-96 through 12-31-96) for salaried associates under the Corporate Compensation Plan. Coverage includes the following locations:

Akron corporate Headquarters
US Expatriates at International Locations
Non-Retail field Locations
San Angelo and all Parent Company Plant Locations (not including traditional hourly associates at Lawton, Mt. Pleasant, Bayport, Beaumont, Norfolk, San Angelo, Asheboro, Spartanburg and Greenville)

Purpose

The purpose of this letter is to set forth policies and guidelines designed to provide equitable and consistent salary associates covered by the Corporate Compensation Plan. Any deviations or exceptions to these policies must be submitted to Salaried Compensation (D/804), Akron, for review and management approval.

APPROVALS: ISSUED BY: Salaried Compensation

OFFICERS OF THE COMPANY	TIRE DIVISION	GENERAL PRODUCTS DIVISION	FINANCE DIVISION	GEN COUNSEL & SECRETARY'S DIV	HUMAN RESOURCES	PUBLIC AFFAIRS
S F Gibara					E S Lucas	
M L Burns					F Martone	
				RESEARCH & DEVELOPMENT		OTHER

I. DEVELOPMENTAL PROGRAM PROVISIONS

The Developmental Increase program that was implemented in 1994 for exempt associates will continue into 1996. This program was implemented to help:

- Recognize and reward associates that accept career development job assignments that are not promotions and are significant moves that cross business, product, function, division, or developmental lines.
- Create and promote a more flexible work environment intended to enhance associate value, skills and competencies.

A. Defining Developmental Moves

Not all lateral or downward moves are considered as career development moves. To be considered as a career development move and eligible for a Developmental Increase, a position change:

- Must be part of an individual's long term career development/succession plan that has been approved by the Vice President Human Resources Planning, Development and Organization and the principal officer of the requesting division.
- There must be a significant change in an associate's function, department, division or location that encompasses acquiring a new set of skills or competencies that emphasizes diversity of functions outside an associate's existing level/area. A physical change must also take place.

B. Developmental Increase Guideline

Associates approved for a developmental assignment may receive a Developmental Increase of up to 10% of base salary (or lump sum). Granting the increase would start a new interval towards performance award eligibility. Factors taken into consideration in recommending the amount of a Developmental Increase would be position in the new salary range,

performance, salary of peers, length of time to be on the developmental assignment and closeness to the individual's last increase.

Individual G565s requesting consideration for this program must be coded as DI (Developmental Increase) and processed through the office of the VP Human Resources Planning, Development and Organization. A letter of justification must be included with the proposed increase stating the associate's long term career path and an explanation as to how the developmental assignment fits within the identified career structure. The letter and G565 must be approved by the principal officer of the division. Commitments to associates should not be made until the proposed increase receives final approval by the division officer and Vice President Human Resources Planning, Development and Organization.

II. PERFORMANCE AWARD PROVISIONS

For 1996, the performance award systems introduced in 1995 will be continued. These two systems are the:

1) Individual Performance Award (IPA)
   - For competent and above average performers

and

2) Top Performance Award (TPA)
   - For only the highest level of individual performance and contribution in an organization. Limited to not more than 30% of the number of salaried associates in an organization.

Each current merit budget manager will receive a 1.7% allocation for Individual Performance Awards. Function/Business Unit Leaders will receive a separate 0.8% allocation for Top Performance Awards. Details of these performance award systems follow.

A. Individual Performance Award Policy

As outlined in various communications, the Individual Performance Award (IPA) is one of the first steps in moving from our traditional merit programs of the past.

IPAs are intended to be granted only to the good competent and above average performer/contributor. Based on allocations and performance criteria, not all associates will receive a performance award during the year. Managers will be faced with very difficult decision in using the IPA as it was intended. It is not intended as a general increase, cost of living or longevity based pay system.

Demonstrated performance/contribution is the key in consideration for an IPA. In using the IPA, there are several guidelines that should be followed. These apply to exempt and non-exempt associates equally.

1) An allocation of Individual performance Award funds will be made along the same lines of our previous merit allocations. Old Merit Budget numbers will be retained but they will be called Individual Performance Award Allocations. A 1.7% allocation will be established in 1996 for Individual performance Awards (1.7% of 12/31/95 base salaries). Allocations will be released in late January or early February-increases may be retroactive to January 1, 1996.

2) The maximum amount of IPA will be 5.0% and can be granted as a base salary adjustment, lump sum (calculated on annual base salary) or a combination of both not to exceed 5.0%. Base salaries cannot increase above salary range maximums. Proposed increases should be coded on G-565s as IP (Individual Performance Award) or PI (Individual Performance Award Lump Sum).

3) The average amount of increase for any group of associates receiving IPAs must be greater than the IPA allocation percent. As an example, if the IPA allocation is 1.7% of salaries, IPAs granted must average more than 1.7%.

4) The minimum time interval from the last increase (developmental, promotional or performance) is 12 months. The average interval for any group (department, division, plan) receiving IPAs must be greater than 12 months. For exempt associates, this average must not be

less than 14 months and non-exempt associates must average not less than 16 months. This excludes top performers.

5) A plan for IPA consideration should be made for each associate and approved in January. This plan should be followed through the year. The process is the same as required under the former merit system.

6) The primary factor in determining eligibility and amount of award is performance and contribution to the organization. Higher levels of performance and contribution should be recognized by greater and more frequent IPAs.

7) IPAs may be granted within these general guidelines but not to exceed them. Allocations for Individual Performance Budgets may not be exceeded. Funds not utilized by 12/31/96 will be cancelled.

Individual Performance Award Summary

Allocation: 1.7%
Eligibility: Salaried Associates (Exempt and Non-exempt) - competent and above average performance.

- Individual Performance Awards of up to 5.0% of base salary (regular) or annual salary (lump sum) or a combination not to exceed 5.0% may be granted.
- Minimum interval from last increase (developmental, promotional or performance)-12 months. Average interval of those receiving IPAs (Excluding Top Performers): Exempt-not less than 14 months, Non-exempt-not less than 16 months.
- Average amount of increase of those receiving an IPA **must be greater than 1.7%.**
- Salaries-cannot exceed salary range maximum.
- Not intended for longevity or cost of living considerations.
- allocation based on 12.31.95 salaries.

B. Top Performance Award Policy

In structuring the performance award system, a second type of performance award called a Top Performance Award (TPA) may also be granted.

It is critical that TPAs only be granted to those individuals who have demonstrated through value added contributions, that they are in fact the top performers in the company.

It has been established that only up to 30% of the total number of associates in a function, department, business unit or division be considered as eligible for a TPA. This means that 30% is the maximum number of associates in your area that can receive an award and less than 30% is acceptable and in some cases a desirable number.

Function/Business Unit leaders will receive a 0.8% TPA allocation calculated on the base salaries (as of 12/31/95) of associates under the Function//Business Unit. It is up to the Leader to manage the allocation and properly distribute it within the intent of this program.

It is suggested that the process of nominating associates to be considered for TPAs start at as low a level as practical (Dept Manager, Plant Manager, Director). Each function/Business Unit Leader should review TPA candidates and make final determinations based on performance evaluations, performance rankings, succession planning and other such criteria that relates to performance/contributions.

Based on funding available, not all nominated for a TPA will be able to receive a maximum amount. In cases where proper planning is not done, allocations will be depleted without adequately recognizing top performers.

The Top Performance Award system has been structured so that the first TPA granted in any year must be combined with an equal amount from the Individual Performance Award (IPA) fund. As an example, if a 6% performance increase is considered for a top performer, 3% must be funded from the Individual Performance Award allocation and 3% from the Top Performance Award allocation. These

must be granted on the same date. Once the combined increase is granted, a top performer may receive another TPA of up to 5.0% on a minimum time interval of 6 months from the effective date of the combined performance increase.

As an example, a top performer could receive a 6% Performance Award (3% TPA, 3% IPA) on 2/1/96 and up to an additional 5% TPA on or after 8/1/96. This feature was designed to give the flexibility of rewarding the top performers both in interval and amount without going through the policy exception process. These types of dual performance awards were intended to be used to reward and recognize the uppermost level of top performer.

All Top performance Awards must be approved by the Function/Business Unit Leader (or designee). Proposed increases should be coded on G-565s as TP (Top Performance Award) or TL (Top Performance Award-Lump Sum) along with the proper coding for Individual Performance Awards (IP,PI).

Top Performance Award Summary

Allocation: 0.8%
Eligibility: Salaried Associates (Exempt and Non-exempt)-highest levels of performance only.

- Awards are intended to be granted to recognize only the highest level of individual performance and contributions in an organization.
- Limited to not more than 30% of the total number of salaried associates by policy officer.
- Function/Business Unit leaders will be granted a top performance Award Allocation to be administered by that Leader.
- Top Performance Awards of up to 5.0% of base salary (regular) or annual salary (lump sum) or a combination not to exceed 5.0% may be granted.
- The first TPA granted in any year must be used in conjunction with an Individual Performance Award (IPA)

of an equal amount. A minimum interval of 12 months from the last increase (developmental, promotional, or performance) is required.

- A second TPA (up to 5.0%) may be granted to a top performer in any year (12 mos). There must be a 6-month interval from the last TPA (not to be used in conjunction with any other award/increase).
- Top Performance Awards require function/Business Unit Leader (or designee) approval on the G-565.
- Allocation amounts may not be transferred to the Individual Performance Allocations.
- Salaries cannot exceed salary range maximum.

C. Performance Award Administration

1) Performance Appraisal

Since quality individual performance appraisals are a critical factor in determining performance awards, annual performance appraisals are mandatory. Annual performance appraisals should be completed within the established schedule for your division.

2) Planning of Performance Awards

An associate's salary should be reviewed at least once annually.

Effective administration of performance awards requires both pre-planning and follow-up at frequent intervals. The quarterly Performance Planning report is provided by Department 604 (Payroll/Personnel Information) for your use as an aid in reviewing and planning your Performance Award program. A Salaried performance Award Planning Document (Attachment I) has been designed to assist you in this process.

In planning performance awards to be granted during the year, each manager should carefully review the following items:

a. The amount and timing of each associate's past salary treatment.
b. Performance of the associate.
c. Present Performance Award guidelines.
d. Position within salary range.
e. Amount of available performance award allocations.

As part of the 1996 Program, each division will be required to submit a detailed merit plan to the officer of the division for approval. This plan must show individuals, dates and amounts of Performance Awards proposed for 1996. Plans must be approved by the head of the division prior to any increase being granted.

3) Exceptions to Performance Award Guidelines

Performance Awards which are below the minimum time interval, exceed the salary range maximum, or exceed the maximum guideline amount will require approval as exceptions to policy.

Such an increase should be clearly identified as a "Exception to Policy" in the explanation section of the G-565 at time of origination, and include justification for granting the exception to policy. Salary Records (D/604) will then route for management approval. Any G-565's not meeting these requirements will be returned to the originator.

All increases that are exceptions to policy and all increases coded "Miscellaneous" will be routed to the Director Global Compensation and the principal officer in charge of the division (or higher authority depending on the level of the proposed salary) for review and approval.

III. ASSOCIATE PERFORMANCE PLAN

A broad based results sharing plan called the Associate Performance Plan (APP) will be continued in 1996. This plan provides a potential lump sum payout to eligible associates in February 1997 based on 1996 company performance. The APP will include most associates covered under this letter.

The plan is structured to provide a lum [sic]sum payout of 2.5% of 1996 annual base salary if 100% of performance targets are reached. Based on actual attainment of targets, the 2.5% could increase to 3.75% (if performance reaches or exceeds 150% of target) or could be reduced to as low as 0% (zero) based on sub target performance.

Performance measures for 1996 will include **Cash Flow and Earnings Before Interest and Taxes (EBIT).** Performance targets to these measures will be set by executive management for 1996 performance. The following provides an example of how the plan will work:

1996 Performance to Target Examples

% of target performance achieved in 1996	Actual payout % of annual base salary
150% or above	3.75% of base (2.5%x150%)
124%	3.10% of base (2.5%x124%)
100%	2.5% of base (2.5%x100%)
76%	1.90% of base (2.5%x76%)
24%	0.60% of base (2.5%x24%)
0%	0.00 of base (2.5%x0%)

1996 plan details will be provided to all associates in the future.

IV. PROMOTIONAL INCREASE POLICY

The following policies and guidelines are applicable to promotional increases:

A. Promotional increases will be administered under the following policies for 1996.

Exempt Positions: A promotional increase may be granted when an associate transfers to a position with a definite change and increase in responsibility and which is evaluated at one or more exempt grades higher than the position to which the associate is currently assigned.

Non-Exempt Positions: A promotional increase may be granted when an associate transfers to a position with a definite change and increase in responsibility and which

is evaluated at one or more non-exempt grades higher than the position to which the associate is currently assigned.

B. On moves from non-exempt to exempt positions, a promotion is defined as a transfer to a position with a change and increase in responsibility where the salary range midpoint of the exempt position is greater than the non-exempt position.

C. A promotional increase up to 15% of an associate's current base salary may be granted if the proposed salary does not exceed the salary range maximum of the new position.
   - An additional amount of up to 5% may be granted when the promotion results in an increase of two (2) or more grade levels.
   - In cases where an associates' [sic] salary, with the promotional increase, is below the salary range minimum of the new position, an additional promotional amount will be granted to immediately bring the proposed salary to range minimum.

D. A promotional increase must be processed within 90 days of the effective date of promotion. Increases initiated after 90 days must be considered as performance awards.

E. Movement through a salary classification having a series of ranges (eg Accountant I, Accountant II, Accountant Sr. or Engineer, Staff Engineer, Sr Engineer) is not considered promotional and associates involved in such title changes are not eligible for promotional increases.

F. There are situations where, due to job reevaluation, the grade of a position is increased. In most cases this is due to restructuring of a department or division, where responsibilities are added to an existing position. In some instances, the incumbent stays on the old job and basically performs the same functions of the old job plus the new responsibilities. In those situations where the same individual is performing the same basic job functions but, due to reevaluation, the grade is increased,

there must be at least a two grade increase in job grades before a promotional increase may be considered within policy.

G. Exceptions to the above guidelines must be approved by the Director Global compensation and principal officer in charge of the division, or higher authority depending upon the level of the proposed salary. Such an increase should be clearly identified as an "Exception to Policy" in the "Explanation" section of the G-565 at time of origination, and include justification for granting the exception to policy. Salary Records (D/604) will then route for management approval. Any G-565's not meeting these requirements will be returned to the originator.

V. PROPER NOTIFICATION OF SALARY INCREASE/PERFORMANCE AWARDS

In initiating a salary increase, managers are reminded that no commitments, promises or inferences should be made regarding a forthcoming or pending salary increase until the G-565 has been fully approved and an updated G-565 is returned to the Manager. It is very important that each salary increase is audited for conformance to existing policy and bears full management approval before a firm salary commitment is made.

VI. SALARY RANGES

In order to properly administer our salary administration program, it is necessary that all salaried positions be described and evaluated. It is imperative that detailed Position Descriptions be submitted to Salaried Compensation for all new and revised positions. No promotional or merit increases will be process for salaried associates without an assigned salary range.

VII. INCENTIVE COMPENSATION PLANS

New or revised incentive compensation plans, including bonuses and commissions, will be routed to the Executive Compensation Department for evaluation and approval.

1996 CORPORATE COMPENSATION PLAN
Summary of SC-61 Letter

I. **Developmental Increases (DI)** – Associates approved for Developmental Assignment as part of a long term career development plan.
- Up to 10% of base salary
- Moves may be lateral or downward
- Approval by VP Human Resources Planning, Development & Organization

II. **Performance Increases** – Not to exceed salary range maximum

A. **Individual Performance Award (IP)**
- Up to 5% base salary or Lump Sum (PI)
- Interval minimum: 12 months
  Departmental average: Exempt – not less than 14 months
  (Not incl. TP) Non-exempt – not less than 16 months
- Allocation 1.7% of 12/31/95 Base Salaries

B. **Top Performance Award (TP)**
- Up to 5% Base Salary or Lump Sum (TL)
- Used in conjunction with IP – equal amounts/same date and interval
- May receive a second TP (no match from IP) after 6 months
- Allocation 0.8% of 12/31/95 Base Salaries to Function/Business Unit Leaders
- Must be approved by appropriate function/ Business Unit leader (or approved designee)

III. **Promotional Increases** – Not to exceed salary range maximum
- Increase of one or more salary grades (except move through job family)
- Up to 15% increase – or to range minimum if greater
- If move up is 2 or more levels, up to additional 5% increase may be granted

IV. **Associate Performance Plan** – Lump Sum payout based on Performance

- At 100% target 2.5% of 1996 base salary
- Actual payout 0% to 150% (3.75%) of target based on 1996 results

ATTACHMENT 1

SALARIED PERFORMANCE AWARD PLANNING DOCUMENT
(Year Beginning _____ & Ending _____)

Dept: _____
Location: _____
Date: _____

							PROPOSED PERFORMANCE AWARD PLAN			
NAME	CLASSIFI-CATION	SALARY RANGE MIN MID MAX	PRESENT SALARY	DATE LAST INCR	* PERF RANK	EFFECT DATE	IPA -or- TPA	%	AMOUNT

* High to Low

Prepared By: _____
Reviewed By: _____

Total IPA Allocation $_____
TPA Allocation Req.d/Appr'd $_____

[Note: left-hand side of form is partially obliterated]

CHARGE QUESTIONNAIRE

EEOC [obliterated] Only **Name (Intake Officer)**
130982853
824 OMC

[obliterated] answer the following questions, telling us briefly why you believe you have been discriminated against in employment. An officer of the [obliterated] will talk with you after you complete this form.

Date of Birth 4-14-38
Social Security Number 442 - 48 - 6096

LILLY M LEDBETTER
(First) (Middle Name or Initial) (Last)
DATE 3/25/98

P O BOX 742 **TELEPHONE NO.** 256-435/6757
JACKSONVILLE **STATE** AL **ZIP** 36235
COUNTY CALHOUN

[obliterated] provide the name of an individual at a different address in your local area who would know how to reach you.

PHILLIP LEDBETTER **RELATIONSHIP** SON
PO BOX 2403 **CITY** ANNISTON **STATE** AL
ZIP 36202
PHONE 256-237-6601
237-7001

[obliterated] ve I was discriminated against by: (check those that apply)
☒ **EMPLOYER** ☐ **UNION (Give Local No.)**
☐ **EMPLOYMENT AGENCY** ☐ **OTHER (Specify)**
[obliterated] NO. EMPLOYED BY
[obliterated] MPLOYER 2000-LOCAL

GOODYEAR TIRE & RUBBER CO.
922 E. MEIGHAN BLVD
GADSDEN
AL 35999

[obliterated] "Employer" above, are you now employed by the Employer that you believe discriminated against you?
From 2/05/79
(date)

TECH. ENGINEER
(current position)

What action was taken against you that you believe to be discriminatory? What harm, if any, was caused to you or others in your work situation as a result of that action? (If more space is required, use reverse.)

[obliterated] TRANSFERRED TO TECH. ENG. (QUALITY) FROM PRODUCTION AREA MANAGER 2ND WEEK ON JOB MISSED WRONG SPEC. PROVIDED FOR CODE CHANGE WHICH RESULTED IN SOME SCRAP GOODYEAR MADE DECISION TO LAY-OFF MYSELF, AREA MANAGER W. SCOTT AND UNION SET-UP J. SMITH. THERE WERE 133 TIRE HOLDS-RESULTING IN SCRAP IN 1997 – NO LAY-OFFS. W. SCOTT IS A BLACK MAN & I AM A WHITE FEMALE THEY ARE MAKING AN EXAMPLE OF. EXAMPLES 3/5/97 – R. ARTLEDGE TURNED POWER OFF RESULT-300+ SCRAP AND COULD HAVE KILLED SOMEONE **[obliterated]**EED OF 3/9-3/14 – J. SHEARS MADE WRONG SET UP.

WHAT WAS THE MOST RECENT DATE THE HARM YOU ALLEGED TOOK PLACE? _____

Reverse side of Form 283 (Test 10/94)

Why do you believe this action was taken against you?

Goodyear Representative told me last Oct. (1997) that they did not want me and that I was not getting job done. I ask for production record comparison of my crew vs my peers but they could not provide them. Later they advised me I needed to transfer to Tech. Dept. & sent me for interview. They trained me—if putting me with an individual that was told in his [illegible] if they could lay someone off it would be him. The procedure on checking specs wasn't covered in training. They action of bring only one (and W. Scott) being laid off which all the "Good Ol White Boys" Have Not been laid off. I ask to treat me the same as the others involved in tire holds.

Normally, your identity as a complainant will be disclosed to the organization which allegedly discriminated against you. Do you ☒ consent or ☐ not consent to such disclosures?

Have you sought assistance about the action you think was discriminatory from any agent, from your union, an attorney, or from any other source?

☒ No ☐ Yes (If answer is yes, complete below.)

Have you filed a complaint about the action you think was discriminatory with any other Federal, State, or Local Government anti-discrmination agency?

☒ No ☐ Yes (If answer is yes, complete below.)

Have you filed an EEOC charge in the past?

☐ No ☒ Yes (If answer is yes, complete below.)

APPROX. DATE FILED	**ORGANIZATION CHARGED**
JAN 1983	GOODYEAR

CHARGE NUMBER (IF KNOWN)

042-82-1553

I declare under penalty of perjury that the foregoing is true and correct.

SIGNATURE /s/ Lilly M. Ledbetter **DATE** 3/25/98

EEOC FORM 5 (Rev. 06/92)

CHARGE OF DISCRIMINATION

AGENCY	**CHARGE NUMBER**
☐ **FEPA**	130982853
☒ **EEOC**	

NAME	**HOME TELEPHONE**
Mrs. Lilly M. Ledbetter	(256) ??5-6757

STREET ADDRESS **CITY, STATE AND ZIP CODE**
Po Box 742, Jacksonville, AL 36265

DATE OF BIRTH
04/14/38

NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME ***(If more than one list below.)***

NAME	**NUMBER OF EMPLOYEES, MEMBERS**
Goodyear Tire & Rubber Company	Cat A (15-100)

TELEPHONE
(256) 549-2250

STREET ADDRESS **CITY, STATE AND ZIP CODE**
922 E. Meigham Blvd, Gadsden, AL 35999

COUNTY
055

NAME	**TELEPHONE NUMBER**
Goodyear Tire & Rubber Company	(216) 796-2121

STREET ADDRESS **CITY, STATE AND ZIP CODE**
1144 East Market Street Akron, Ohio 44309

COUNTY

CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es))

☐ **RACE** ☐ **COLOR** ☒ **SEX** ☐ **RELIGION**
☐ **RETALIATION** ☒ **AGE** ☐ **DISABILITY**
☐ **OTHER** ***(Specify)***

DATE DISCRMINATION TOOK PLACE

EARLIEST	***LATEST***
01/05/98	07/20/98

☒ **CONTINUING ACTION**

THE PARTICULARS ARE ***(If additional space is needed, attach extra sheet(s)):***

On July 20, 1998 I was suspended from my position as technical engineer for three days due to an error that was placed in the computer by an area manger, and was passed on to me to act upon it. I was transferred involuntarily from an area manager's position on January 5, 1998, to the position as technical engineer. At the time that I was transferred, I learned that the male area managers were earning a higher salary than me. I am also being paid less wages than similarly situated technical engineers who are males. On a continuous basis, I have been subjected to adverse terms and conditions of employment, in that since my transfer, my male co-workers have made comments to me that I am a trouble maker and they have to watch out for me. Younger male employees who have made errors and cost the company economically, have not been suspended as I presently have been. I was given four weeks training by three male employees, only on the job duties that they performed during their shifts. I was not given a job description nor a training manual for the technical engineer position. The on-the-job training that I received was far short of being comprehensive.

I was informed by Ross Hotz, TTL Final Finish, that I had made a terrible error and that I had to be laid off for three days. I inquired why, when others have made errors and

nothing happened to them. Mr. Hotz stated that they have not been consistent in the way they discipline, but that he was trying to start making it consistent.

** Text Continued on Attached Sheet(s) **

☐ **I want this charge filed with both the EEOC and the State or local agency, if any. I will advise the agencies if I change my address or telephone number and cooperate fully with them in the processing of my charge in accordance with their procedures.**
I declare under penalty of perjury that the foregoing is true and correct.

7/21/98 /s/ Lilly M. Ledbetter
Date **Charging Party *(Signature)***

Jul 21 11:30 1998 CP Initials _____
Chg # 130982853, Attachment Page

Equal Employment Opportunity Commission
Form 5 – Charge of Discrimination,
Additional Text

I believe that I have been discriminated against because of my sex, female, and age/60, in violation of Title VII of the Civil Rights Act of 1964, as amended and the Age Discrimination in Employment Act of 1967, as amended, in that similarly situated younger male employees were treated favorably as compared to me.

Charge orginally [sic] on March 25, 1998

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AREA MANAGER BASE SALARY COMPARISON CHART
(Excluding Overtime)

LILLY LEDBETTER		TERRY AMBERSON		DAVID BARNES	
Date:	**Base Salary:**	**Date:**	**Base Salary:**	**Date:**	**Base Salary:**
4/1/79	$16,760.52	4/1/79	$16,760.52	4/1/79	$16,760.52
4/16/79	17,842.56	4/16/79	17,842.56	4/16/79	17,842.56
10/1/79	18,216.96	7/1/79	18,216.96	7/1/79	18,216.96
10/1/79	18,633.00	10/1/79	18,633.00	10/1/79	18,633.00
11/1/98	44,724.00	7/1/98	59,028.00	9/1/98	55,679.16
(Last day worked)		4/1/99	60,816.00	4/1/99	58,463.16
		4/1/99	64,944.00	4/1/99	61,247.16
		5/1/99	67,541.52	5/1/01	63,383.16
		5/1/02	69,221.52		

DONALD MYERS		JERRY THOMPSON		JIMMY TODD	
Date:	**Base Salary:**	**Date:**	**Base Salary:**	**Date:**	**Base Salary:**
4/1/79	$16,760.52	4/1/79	$16,760.52	4/1/79	$16,760.52
4/16/79	17,842.56	4/16/79	17,842.56	4/16/79	17,842.56
7/1/79	18,216.96	7/1/79	18,216.96	7/1/79	18,216.96
10/1/79	18,633.00	10/1/79	18,633.00	10/1/79	18,633.00
11/1/98	57,696.00	5/1/98	58,266.88	9/1/00	58,464.00
1/1/99	66,348.00	4/16/99	60,555.96	5/1/01	60,444.00
		4/16/99	64,049.16	5/1/02	61,656.00
		10/16/00	73,644.00		
		5/1/01	76,956.00		
		5/1/02	78,876.00		

Backpay for Ledbetter from 3/25/96 to Present if she continued working as Area Manager

Comparator: Donald Myers (base rate excluding overtime)

Back Pay		PBack Pay Per Hr	Comparator Per Hour	Back Pay Per Hr	Hrs Wkd Per Day	Back Pay Rate
From	To					
03/25/96	03/31/96	$21.51	$23.47	$1.96	8	$ 62.72
04/01/96	06/30/96	21.51	23.47	1.96	8	1,003.52
07/01/96	09/30/96	21.51	23.47	1.96	8	1,019.20
10/01/96	12/31/96	21.51	23.47	1.96	8	1,019.20
01/01/97	03/31/97	21.51	24.54	3.03	8	1,527.12
04/01/97	06/30/97	21.51	24.54	3.03	8	1,551.36
07/01/97	09/30/97	21.51	24.54	3.03	8	1,575.60
10/01/97	12/31/97	21.51	24.54	3.03	8	1,575.60
01/01/98	03/31/98	21.51	25.22	3.71	8	1,869.84
04/01/98	06/30/98	21.51	25.22	3.71	8	1,899.52
07/01/98	09/30/98	21.51	25.22	3.71	8	1,929.20
10/01/98	11/01/98	21.51	25.22	3.71	8	623.28
11/02/98	12/31/98	0.00	25.22	25.22	8	8,675.68
01/01/99	03/31/99	0.00	31.72	31.72	8	15,986.88
04/01/99	06/30/99	0.00	31.72	31.72	8	16,240.64
07/01/99	09/30/99	0.00	31.72	31.72	8	16,494.40
10/01/99	12/31/99	0.00	31.72	31.72	8	16,494.40
01/01/00	03/31/00	0.00	31.90	31.90	8	16,588.00
04/01/00	06/30/00	0.00	31.90	31.90	8	16,588.00
07/01/00	09/30/00	0.00	31.90	31.90	8	16,588.00
10/01/00	12/31/00	0.00	31.90	31.90	8	16,588.00
01/01/01	03/31/01	0.00	31.90	31.90	8	16,332.80
04/01/01	06/30/01	0.00	31.90	31.90	8	16,588.00
07/01/01	09/30/01	0.00	31.90	31.90	8	16,588.00
10/01/01	12/31/01	0.00	31.90	31.90	8	16,588.00
01/01/02	03/31/02	0.00	31.90	31.90	8	16,077.60
04/01/02	06/30/02	0.00	31.90	31.90	8	16,332.80
07/01/02	09/30/02	0.00	31.90	31.90	8	16,588.00
10/01/02	12/31/02	0.00	31.90	31.90	8	16,588.00
01/01/03	01/21/03	0.00	31.90	31.90	8	3,572.80

Interim Earnings	Accum'd Principal	Int Rate %	NLRB Rate Factor	Interest	Total
$0.00	$ 62.72	9	0.0015	$ 0.09	$ 62.81
0.00	1,066.33	8	0.02	21.33	1,087.66
0.00	2,106.86	9	0.02275	47.93	2,154.79
0.00	3,173.99	9	0.02275	72.21	3,246.20
0.00	4,773.32	9	0.02225	106.21	4,879.53
0.00	6,430.89	9	0.0225	144.69	6,575.58
0.00	8,151.18	9	0.02275	185.44	8,336.62
0.00	9,912.22	9	0.02275	225.50	10,137.72
0.00	12,007.56	9	0.02225	267.17	12,274.73
0.00	14,174.25	8	0.02	283.49	14,457.74
0.00	16,386.94	8	0.02022222	331.38	16,718.32
0.00	17,341.60	8	0.00688889	119.46	17,461.06
0.00	26,136.74	8	0.01311111	342.68	26,479.42
0.00	42,466.30	7	0.01730556	734.90	43,201.21
0.00	59,441.85	8	0.02	1,188.84	60,630.68
0.00	77,125.08	8	0.02022222	1,559.64	78,684.72
0.00	95,179.12	8	0.02022222	1,924.73	97,103.86
0.00	113,691.86	8	0.02	2,273.84	115,965.69
0.00	132,553.69	9	0.0225	2,982.46	135,536.15
0.00	152,124.15	9	0.02275	3,460.82	155,584.98
0.00	172,172.98	9	0.02275	3,916.94	176,089.91
209.63	192,213.08	9	0.02225	4,276.74	196,489.82
209.63	212,868.19	8	0.02	4,257.36	217,125.56
209.63	233,503.93	7	0.01769444	4,131.72	237,635.65
209.63	254,014.02	7	0.01769444	4,494.64	258,508.66
692.30	273,893.96	6	0.01483333	4,062.76	277,956.72
692.30	293,597.22	6	0.015	4,403.96	298,001.18
692.30	313,896.88	6	0.01516667	4,760.77	318,657.64
692.30	334,553.34	6	0.01516667	5,074.06	339,627.40
0.00	343,200.20	5	0.00277778	953.33	344,153.54

A This Backpay Chart covers the time period from March 25, 1996 through November 1, 1998 and represents base pay rates with interest accruing through January 21, 2003.

B National Labor Relations Board Guidelines were followed in compounding interest on the accumulated quarterly basis principle, *Darnell v. City of Jasper, Alabama*, 730 F.2d 653 (11th Cir. 1994).

C IRS prime rate of interest used for applicable time periods as promulgated by the National Labor Relations Board pursuant to *EEOC v. Guardian Pools, Inc.*, 828 F.2d 1507, 1512 (11th Cir. 1987).

Interest rates are calculated based upon the "short term Federal rate" i.e. the rate assessed by the Internal Revenue Service on the underpayment of taxes, as published by the NLRB in Memorandum GC 97-7.

Interest rates are compounded on a quarterly basis as provided for in *Darnell v. City of Jasper*, 730 F.2d 653 (11th Cir. 1984).

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Backpay for Ledbetter from 3/25/96 to Present if she continued working as Area Manager

Comparator: Jimmy Todd (base rate excluding overtime)

Back Pay		PBack Pay Per Hr	Comparator Per Hour	Back Pay Per Hr	Hrs Wkd Per Day	Back Pay Rate
From	To					
03/25/96	03/31/96	$21.51	$26.90	$5.39	8	$ 172.48
04/01/96	06/30/96	21.51	26.90	5.39	8	2,759.68
07/01/96	09/30/96	21.51	26.90	5.39	8	2,802.80
10/01/96	12/31/96	21.51	26.90	5.39	8	2,802.80
01/01/97	03/31/97	21.51	26.90	5.39	8	2,716.56
04/01/97	06/30/97	21.51	26.90	5.39	8	2,759.68
07/01/97	09/30/97	21.51	26.90	5.39	8	2,802.80
10/01/97	12/31/97	21.51	26.90	5.39	8	2,802.80
01/01/98	03/31/98	21.51	26.90	5.39	8	2,716.56
04/01/98	06/30/98	21.51	26.90	5.39	8	2,759.68
07/01/98	09/30/98	21.51	26.90	5.39	8	2,802.80
10/01/98	11/01/98	21.51	26.90	5.39	8	905.52
11/02/98	12/31/98	0.00	26.90	26.90	8	9,253.60
01/01/99	03/31/99	0.00	26.90	26.90	8	13,557.60
04/01/99	06/30/99	0.00	26.90	26.90	8	13,772.80
07/01/99	09/30/99	0.00	26.90	26.90	8	13,988.00
10/01/99	12/31/99	0.00	26.90	26.90	8	13,988.00
01/01/00	03/31/00	0.00	27.45	27.45	8	14,274.00
04/01/00	06/30/00	0.00	27.45	27.45	8	14,274.00
07/01/00	09/30/00	0.00	27.45	27.45	8	14,274.00
10/01/00	12/31/00	0.00	27.45	27.45	8	14,274.00
01/01/01	03/31/01	0.00	28.74	28.74	8	14,714.88
04/01/01	06/30/01	0.00	28.74	28.74	8	14,944.80
07/01/01	09/30/01	0.00	28.74	28.74	8	14,944.80
10/01/01	12/31/01	0.00	28.74	28.74	8	14,944.80
01/01/02	03/31/02	0.00	29.45	29.45	8	14,842.80
04/01/02	06/30/02	0.00	29.45	29.45	8	15,078.40
07/01/02	09/30/02	0.00	29.45	29.45	8	15,314.00
10/01/02	12/31/02	0.00	29.45	29.45	8	15,314.00
01/01/03	01/21/03	0.00	29.45	29.45	8	3,298.40

Interim Earnings	Accum'd Principal	Int Rate %	NLRB Rate Factor	Interest	Total
$0.00	$ 172.48	9	0.0015	$ 0.26	$ 172.74
0.00	2,932.42	8	0.02	58.65	2,991.07
0.00	5,793.87	9	0.02275	131.81	5,925.68
0.00	8,728.48	9	0.02275	198.57	8,927.05
0.00	11,643.61	9	0.02225	259.07	11,902.68
0.00	14,662.36	9	0.0225	329.90	14,992.26
0.00	17,795.06	9	0.02275	404.84	18,199.90
0.00	21,002.70	9	0.02275	477.81	21,480.51
0.00	24,197.07	9	0.02225	538.38	24,735.46
0.00	27,495.14	8	0.02	549.90	28,045.04
0.00	30,847.84	8	0.02022222	623.81	31,471.65
0.00	32,377.17	8	0.00688889	223.04	32,600.22
0.00	41,853.82	8	0.01311111	548.75	42,402.57
0.00	55,960.17	7	0.01730556	968.42	56,928.59
0.00	70,701.39	8	0.02	1,414.03	72,115.41
0.00	86,103.41	8	0.02022222	1,741.20	87,844.62
0.00	101,832.62	8	0.02022222	2,059.28	103,891.90
0.00	118,165.90	8	0.02	2,363.32	120,529.22
0.00	134,803.22	9	0.0225	3,033.07	137,836.29
0.00	152,110.29	9	0.02275	3,460.51	155,570.80
0.00	169,844.80	9	0.02275	3,863.97	173,708.77
209.63	188,214.02	9	0.02225	4,187.76	192,401.78
209.63	207,136.95	8	0.02	4,142.74	211,279.69
209.63	226,014.86	7	0.01769444	3,999.21	230,014.07
209.63	244,749.24	7	0.01769444	4,330.70	249,079.94
692.30	263,230.44	6	0.01483333	3,904.58	267,135.02
692.30	281,521.12	6	0.015	4,222.82	285,743.94
692.30	300,365.64	6	0.01516667	4,555.55	304,921.18
692.30	319,542.88	6	0.01516667	4,846.40	324,389.29
0.00	327,687.69	5	0.00277778	910.24	328,597.93

A This Backpay Chart covers the time period from March 25, 1996 through November 1, 1998 and represents base pay rates with interest accruing through January 21, 2003.

B National Labor Relations Board Guidelines were followed in compounding interest on the accumulated quarterly basis principle, *Darnell v. City of Jasper, Alabama*, 730 F.2d 653 (11th Cir. 1994).

C IRS prime rate of interest used for applicable time periods as promulgated by the National Labor Relations Board pursuant to *EEOC v. Guardian Pools, Inc.*, 828 F.2d 1507, 1512 (11th Cir. 1987).

Interest rates are calculated based upon the "short term Federal rate" i.e. the rate assessed by the Internal Revenue Service on the underpayment of taxes, as published by the NLRB in Memorandum GC 97-7.

Interest rates are compounded on a quarterly basis as provided for in *Darnell v. City of Jasper*, 730 F.2d 653 (11th Cir. 1984).

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Backpay for Ledbetter from 3/25/96 to Present had she continued working as Technology Engineer
Comparator: Donald Myers (base rate excluding overtime)

Back Pay		PBack Pay Per Hr	Comparator Per Hour	Back Pay Per Hr	Hrs Wkd Per Day	Back Pay Rate
From	To					
03/25/96	03/31/96	$21.51	$23.47	$1.96	8	$ 62.72
04/01/96	06/30/96	21.51	23.47	1.96	8	1,003.52
07/01/96	09/30/96	21.51	23.47	1.96	8	1,019.20
10/01/96	12/31/96	21.51	23.47	1.96	8	1,019.20
01/01/97	03/31/97	21.51	24.54	3.03	8	1,527.12
04/01/97	06/30/97	21.51	24.54	3.03	8	1,551.36
07/01/97	09/30/97	21.51	24.54	3.03	8	1,575.60
10/01/97	12/31/97	21.51	24.54	3.03	8	1,575.60
01/01/98	03/31/98	21.51	25.22	3.71	8	1,869.84
04/01/98	06/30/98	21.51	25.22	3.71	8	1,899.52
07/01/98	09/30/98	21.51	25.22	3.71	8	1,929.20
10/01/98	11/01/98	21.51	25.22	3.71	8	623.28
11/02/98	12/31/98	21.51	25.22	3.71	8	1,276.24
01/01/99	03/31/99	21.51	31.72	10.21	8	5,145.84
04/01/99	06/30/99	21.51	31.72	10.21	8	5,227.52
07/01/99	09/30/99	21.51	31.72	10.21	8	5,209.20
10/01/99	12/31/99	21.51	31.72	10.21	8	5,309.20
01/01/00	03/31/00	21.51	31.90	10.39	8	5,402.80
04/01/00	06/30/00	21.51	31.90	10.39	8	5,402.80
07/01/00	09/30/00	21.51	31.90	10.39	8	5,402.80
10/01/00	12/31/00	21.51	31.90	10.39	8	5,402.80
01/01/01	03/31/01	21.51	31.90	10.39	8	5,319.68
04/01/01	06/30/01	21.51	31.90	10.39	8	5,402.80
07/01/01	09/30/01	21.51	31.90	10.39	8	5,402.80
10/01/01	12/31/01	21.51	31.90	10.39	8	5,402.80
01/01/02	03/31/02	21.51	31.90	10.39	8	5,236.56
04/01/02	06/30/02	21.51	31.90	10.39	8	5,319.68
07/01/02	09/30/02	21.51	31.90	10.39	8	5,402.80
10/01/02	12/31/02	21.51	31.90	10.39	8	5,402.80
01/01/03	01/21/03	21.51	31.90	10.39	8	1,163.68

Interim Earnings	Accum'd Principal	Int Rate %	NLRB Rate Factor	Interest	Total
$0.00	$ 62.72	9	0.0015	$ 0.09	$ 62.81
0.00	1,066.33	8	0.02	21.33	1,087.66
0.00	2,106.86	9	0.02275	47.93	2,154.79
0.00	3,173.99	9	0.02275	72.21	3,246.20
0.00	4,773.32	9	0.02225	106.21	4,879.53
0.00	6,430.89	9	0.0225	144.69	6,575.58
0.00	8,151.18	9	0.02275	185.44	8,336.62
0.00	9,912.22	9	0.02275	225.50	10,137.72
0.00	12,007.56	9	0.02225	267.17	12,274.73
0.00	14,174.25	8	0.02	283.49	14,457.74
0.00	16,386.94	8	0.02022222	331.38	16,718.32
0.00	17,341.60	8	0.00688889	119.46	17,461.06
0.00	18,737.30	8	0.01311111	245.67	18,982.97
0.00	24,128.81	7	0.01730556	417.56	24,546.37
0.00	29,773.89	8	0.02	595.48	30,369.37
0.00	35,678.57	8	0.02022222	721.50	36,400.07
0.00	41,709.27	8	0.02022222	843.45	42,552.72
0.00	47,955.52	8	0.02	959.11	48,914.63
0.00	54,317.43	9	0.0225	1,222.14	55,539.58
0.00	60,942.38	9	0.02275	1,386.44	62,328.81
0.00	67,731.61	9	0.02275	1,540.89	69,272.51
0.00	74,592.19	9	0.02225	1,659.68	76,251.87
0.00	81,654.67	8	0.02	1,633.09	83,287.76
0.00	88,690.56	7	0.01769444	1,569.33	90,259.89
0.00	95,662.69	7	0.01769444	1,692.70	97,355.39
0.00	102,591.95	6	0.01483333	1,521.78	104,113.73
0.00	109,433.41	6	0.015	1,641.50	111,074.91
0.00	116,477.71	6	0.01516667	1,766.58	118,244.29
0.00	123,647.09	6	0.01516667	1,875.31	125,522.40
0.00	126,686.08	5	0.00277778	351.91	127,037.99

A This Backpay Chart covers the time period from March 25, 1996 through November 1, 1998 and represents base pay rates with interest accruing through January 21, 2003.

B National Labor Relations Board Guidelines were followed in compounding interest on the accumulated quarterly basis principle, *Darnell v. City of Jasper, Alabama*, 730 F.2d 653 (11th Cir. 1994).

C IRS prime rate of interest used for applicable time periods as promulgated by the National Labor Relations Board pursuant to *EEOC v. Guardian Pools, Inc.*, 828 F.2d 1507, 1512 (11th Cir. 1987).

Interest rates are calculated based upon the "short term Federal rate" i.e. the rate assessed by the Internal Revenue Service on the underpayment of taxes, as published by the NLRB in Memorandum GC 97-7.

Interest rates are compounded on a quarterly basis as provided for in *Darnell v. City of Jasper*, 730 F.2d 653 (11th Cir. 1984).

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Backpay for Ledbetter from 3/25/96 to Present if she continued working as a Technology Engineer

Comparator: Jimmy Todd (base rate excluding overtime)

Back Pay		PBack Pay Per Hr	Comparator Per Hour	Back Pay Per Hr	Hrs Wkd Per Day	Back Pay Rate
From	To					
03/25/96	03/31/96	$21.51	$26.90	$5.39	8	$ 172.48
04/01/96	06/30/96	21.51	26.90	5.39	8	2,759.68
07/01/96	09/30/96	21.51	26.90	5.39	8	2,802.80
10/01/96	12/31/96	21.51	26.90	5.39	8	2,802.80
01/01/97	03/31/97	21.51	26.90	5.39	8	2,716.56
04/01/97	06/30/97	21.51	26.90	5.39	8	2,759.68
07/01/97	09/30/97	21.51	26.90	5.39	8	2,802.80
10/01/97	12/31/97	21.51	26.90	5.39	8	2,802.80
01/01/98	03/31/98	21.51	26.90	5.39	8	2,716.56
04/01/98	06/30/98	21.51	26.90	5.39	8	2,759.68
07/01/98	09/30/98	21.51	26.90	5.39	8	2,802.80
10/01/98	11/01/98	21.51	26.90	5.39	8	905.52
11/02/98	12/31/98	21.51	26.90	5.39	8	1,854.16
01/01/99	03/31/99	21.51	26.90	5.39	8	2,716.56
04/01/99	06/30/99	21.51	26.90	5.39	8	2,759.68
07/01/99	09/30/99	21.51	26.90	5.39	8	2,802.80
10/01/99	12/31/99	21.51	26.90	5.39	8	2,802.80
01/01/00	03/31/00	21.51	27.45	5.94	8	3,088.80
04/01/00	06/30/00	21.51	27.45	5.94	8	3,088.80
07/01/00	09/30/00	21.51	27.45	5.94	8	3,088.80
10/01/00	12/31/00	21.51	27.45	5.94	8	3,088.80
01/01/01	03/31/01	21.51	28.74	7.23	8	3,701.76
04/01/01	06/30/01	21.51	28.74	7.23	8	3,759.60
07/01/01	09/30/01	21.51	28.74	7.23	8	3,759.60
10/01/01	12/31/01	21.51	28.74	7.23	8	3,759.60
01/01/02	03/31/02	21.51	29.45	7.94	8	4,001.76
04/01/02	06/30/02	21.51	29.45	7.94	8	4,065.28
07/01/02	09/30/02	21.51	29.45	7.94	8	4,128.80
10/01/02	12/31/02	21.51	29.45	7.94	8	4,128.80
01/01/03	01/21/03	21.51	29.45	7.94	8	889.28

Interim Earnings	Accum'd Principal	Int Rate %	NLRB Rate Factor	Interest	Total
$0.00	$ 172.48	9	0.0015	$ 0.26	$ 172.74
0.00	2,932.42	8	0.02	58.65	2,991.07
0.00	5,793.87	9	0.02275	131.81	5,925.68
0.00	8,728.48	9	0.02275	198.57	8,927.05
0.00	11,643.61	9	0.02225	259.07	11,902.68
0.00	14,662.36	9	0.0225	329.90	14,992.26
0.00	17,795.06	9	0.02275	404.84	18,199.90
0.00	21,002.70	9	0.02275	477.81	21,480.51
0.00	24,197.07	9	0.02225	538.38	24,735.46
0.00	27,495.14	8	0.02	549.90	28,045.04
0.00	30,847.84	8	0.02022222	623.81	31,471.65
0.00	32,377.17	8	0.00688889	223.04	32,600.22
0.00	34,454.38	8	0.01311111	451.74	34,906.11
0.00	37,622.67	7	0.01730556	651.08	38,273.75
0.00	41,033.43	8	0.02	820.67	41,854.10
0.00	44,656.90	8	0.02022222	903.06	45,559.96
0.00	48,362.76	8	0.02022222	978.00	49,340.76
0.00	52,429.56	8	0.02	1,048.59	53,478.16
0.00	56,566.96	9	0.0225	1,272.76	57,839.71
0.00	60,928.51	9	0.02275	1,386.12	62,314.64
0.00	65,403.44	9	0.02275	1,487.93	66,891.36
0.00	70,593.12	9	0.02225	1,570.70	72,163.82
0.00	75,923.42	8	0.02	1,518.47	77,441.89
0.00	81,201.49	7	0.01769444	1,436.82	82,638.30
0.00	86,397.90	7	0.01769444	1,528.76	87,926.67
0.00	91,928.43	6	0.01483333	1,363.61	93,292.03
0.00	97,357.31	6	0.015	1,460.36	98,817.67
0.00	102,946.47	6	0.01516667	1,561.35	104,507.83
0.00	108,636.63	6	0.01516667	1,647.66	110,284.28
0.00	111,173.56	5	0.00277778	308.82	111,482.38

A This Backpay Chart covers the time period from March 25, 1996 through January 21, 2003 and represents base pay rates with interest accruing through January 21, 2003.

B National Labor Relations Board Guidelines were followed in compounding interest on the accumulated quarterly basis principle, *Darnell v. City of Jasper, Alabama*, 730 F.2d 653 (11th Cir. 1994).

C IRS prime rate of interest used for applicable time periods as promulgated by the National Labor Relations Board pursuant to *EEOC v. Guardian Pools, Inc.*, 828 F.2d 1507, 1512 (11th Cir. 1987).

Interest rates are calculated based upon the "short term Federal rate" i.e. the rate assessed by the Internal Revenue Service on the underpayment of taxes, as published by the NLRB in Memorandum GC 97-7.

Interest rates are compounded on a quarterly basis as provided for in *Darnell v. City of Jasper*, 730 F.2d 653 (11th Cir. 1984).

09/29/98 GOODYEAR EMPLOYEE MANAGEMENT SYSTEM PAGE: 001
10:27:29 ** EMPLOYEE PROFILE ** FROM: 01/01

EMPLOYEE: LEDBETTER, LILLY M EMPLOYEE NUMBER: 422-48-6096

=== CURRENT INFORMATION ===

PO BOX 742 DOB: 04/14/38 DOD: SEX: F AGE:
JACKSONVILLE AL 36265 CSD: 02/05/79 PSD: 02/05/79 JSD: 08/01/9
RACE: WHITE HNCP: NOT DISABLED
VET: NO MILITARY CIT: U S CITIZEN

STATUS: A ACTIVE EMPCC: FS FULL TIME SALARIED GRADE: E03 UNREP:

POS: 46002272504 TITLE: TECHNOLOGY ENGINEER FLSA: 2

DEPT: 5040 LOCN: GT131 MIN: 3,075 MID: 4,150 MAX: 5,225

ORG1: PRODUCT SUPPLY ORG2: NORTH AMERICAN TIRE ORG3: GTR GADSDEN PLT

BASRT: 3,727.0000 PYRCD: 10011 PAY FREQ: S BASE FREQ: M MERIT BUDGET: 001

=== EDUCATION ===

HIGH SCHOOL GRADUATE

=== JOB/SALARY ===

AS OF	BASE RATE	LOCATION	DEPT	TITLE	TYP	GRADE	EEO
08/01/98	3,727.0000	GTR GADSDE	5040	TECHNOLOGY ENGINEER	TC	E03	B
07/20/98	3,727.0000	GTR GADSDE	5510	AREA MGR-PRODCTN/MAI	RS	E04	A
05/05/98	2,608.9000	GTR GADSDE	5510	AREA MGR-PRODCTN/MAI	PP	E04	A
03/05/98	3,727.0000	GTR GADSDE	5510	AREA MGR-PRODCTN/MAI	LA	E04	A
09/01/97	3,727.0000	GTR GADSDE	5510	AREA MGR-PRODCTN/MAI	DC	E04	A
01/01/97	3,727.0000	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	IC	E04	A
12/16/96	3,727.0000	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	RS	E04	A
11/09/96	3,727.0000	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	LA	E04	A
12/01/95	3,727.0000	GTR GADSDE	5510	AREA MGR-PRODCTN/MAI	TP	E04	A
12/01/95	3,589.0000	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	IP	381	A
02/01/95	3,451.0000	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	IC	381	A
10/01/94	3,451.0000	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	ME	381	A
04/01/94	3,288.0000	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	IC	381	A
01/01/94	3,288.0000	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	SC	381	A
04/01/93	3,288.0000	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	ME	381	A
04/01/92	3,123.0000	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	ME	381	A
02/10/92	2,928.0000	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	DC	381	A
11/01/91	2,928.0000	GTR GADSDE	5560	AREA MGR-PRODCTN/MAI	RO	381	A
03/16/91	2,928.0000	GTR GADSDE	5560	AREA MGR-PRODCTN/MAI	ME	381	A
02/19/90	2,687.0000	GTR GADSDE	5560	AREA MGR-PRODCTN/MAI	TR	381	A
11/27/89	2,687.0000	GTR GADSDE	5430	AREA MGR-PRODCTN/MAI	TR	381	A

09/26/89	2,687.0000	GTR GADSDE	5040	AREA MGR-PRODCTN/MAI	RC	381	A
09/25/89	2,687.0000	GTR GADSDE	5040	AREA MGR-PRODCTN/MAI	RC	381	A
09/01/89	2,687.0000	GTR AKR CO	995	AREA MGR-PRODCTN/MAI	RO	381	A
07/16/89	2,687.0000	GT131	995	AREA MGR-PRODCTN/MAI	LD	381	A
07/15/89	2,687.0000	GT131	995	AREA MGR-PRODCTN/MAI	TR	381	A

EMPLOYEE: LEDBETTER, LILLY M EMPLOYEE NUMBER: 422-48-6096

= = = JOB/SALARY = = =

AS OF	BASE RATE	LOCATION	DEPT	TITLE	TYP	GRADE	EEO
03/01/89	2,687.0000	GT131	1320	AREA MGR-PRODCTN/MAI	ME	381	A
08/17/87	2,535.0000	GT131	132	AREA MGR-PRODCTN/MAI	RC	381	A
12/16/85	2,535.0000	GT131	5500	AREA MGR-PRODCTN/MAI	TR	381	A
11/01/85	2,535.0000	GT131	5500	AREA MGR-PRODCTN/MAI	ME	381	A
09/01/84	2,365.0000	GT131	5500	SPRVSR-PRODCTN REC &	ME	319	A
06/01/83	2,245.0000	GTR GADSDE	5500	SPRVSR-PRODCTN REC &	ME	25	A
02/01/82	2,110.0000	GTR GADSDE	5500	SPRVSR-PRODCTN REC &	ME	25	A
12/07/81	1,960.0200	GTR GADSDE	5500	SPRVSR-PRODCTN REC &	RS	25	A
10/28/81	1,960.0200	GTR GADSDE	5500	SPRVSR-PRODCTN REC &	LA	25	A

10/01/81	1,960.0200	GTR GADSDE	5500	SPRVSR-PRODCTN REC &	GC	25	A
07/01/81	1,918.5200	GT131	5500	SPRVSR-PRODCTN REC &	GC	24	A
04/01/81	1,877.0200	GT131	5500	SPRVSR-PRODCTN REC &	GC	24	A
01/01/81	1,835.5200	GT131	5500	SPRVSR-PRODCTN REC &	GC	24	A
12/01/80	1,794.0200	GT131	5500	SPRVSR-PRODCTN REC &	ME	23	A
10/01/80	1,733.0200	GT131	5500	SPRVSR-PRODCTN REC &	GC	23	A
07/01/80	1,701.8200	GT131	5500	SPRVSR-PRODCTN REC &	GC	23	A
04/16/80	1,641.1500	GT131	5500	SPRVSR-PRODCTN REC &	GC	23	A
04/01/80	1,615.1500	GT131	5500	SPRVSR-PRODCTN REC &	GC	23	A
01/01/80	1,580.4800	GT131	5500	SPRVSR-PRODCTN REC &	GC	23	A
10/16/79	1,552.7500	GT131	5500	SPRVSR-PRODCTN REC &	TR	23	A
10/01/79	1,552.7500	GT900	1053	OUTSIDE PLNT SQD TRAI	GC	0	B
07/01/79	1,518.0800	GT900	1053	OUTSIDE PLNT SQD TRAI	GC	0	B
04/16/79	1,452.2100	GT900	1053	OUTSIDE PLNT SQD TRAI	GI	0	B
04/16/79	1,486.8800	GT900	1053	OUTSIDE PLNT SQD TRAI	GC	0	B
04/01/79	1,396.7100	GT900	1053	OUTSIDE PLNT SQD TRAI	GC	0	B
02/05/79	1,370.7100	GT900	1053	OUTSIDE PLNT SQD TRAI	NH	0	B

=== ATTENDANCE SUMMARY ===

AS OF	DESCRIPTION	ELIG	DEFER	USED	BANKED
01/01/98	VOCATIONAL	352.00	0.00	0.00	0.00
01/01/98	VACATION	160.00	54.00	100.00	0.00

01/01/98	SICK PAY	352.00	0.00	352.00	0.00
01/01/97	VOCATIONAL	352.00	0.00	0.00	0.00
01/01/97	VACATION	160.00	14.00	120.00	0.00
01/01/97	SICK PAY	352.00	0.00	24.00	0.00
01/01/96	VOCATIONAL	352.00	0.00	0.00	0.00
01/01/96	VACATION	160.00	0.00	146.00	0.00
01/01/96	SICK PAY	352.00	0.00	276.00	0.00
01/01/95	VOCATIONAL	352.00	0.00	0.00	0.00
01/01/95	VACATION	160.00	26.00	186.00	0.00
01/01/95	SICK PAY	352.00	0.00	48.00	0.00

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=== TRAINING INFORMATION ===

AS OF	COURSE	COURSE DESCRIPTION
09/09/98	GD6222	BUSINESS CONDUCT
05/04/98	GD7055	ISO 9000 ELEMENT STUDY
02/02/98	GD1018	RADIATION—MISCELLANEOUS
09/15/97	GD1059	PERSONNEL TRANSPORT VEH REVIEW
02/28/97	GD7048	ISO9000 PJ INTERNAL AUDITOR
10/19/96	GD7057	QS9000-CONCEPT & INTERPRET
10/02/96	GD7055	ISO 9000 ELEMENT STUDY
07/15/96	GD7053	ISO PUBLIC VIEW

02/19/93 MFG001 ADVANCED LEADERSHIP SKILLS
05/01/88 MFG004 AREA MANAGER TIRES

09/29/98 GOODYEAR EMPLOYEE MANAGEMENT SYSTEM PAGE: 003
10:27:29 ** EMPLOYEE PROFILE ** FROM: 01/01/

EMPLOYEE: LEDBETTER, LILLY M EMPLOYEE NUMBER: 422-48-6096

= = = TRAINING INFORMATION = = =

AS OF	COURSE	COURSE DESCRIPTION

NO INFORMATION IS CURRENTLY ON FILE

= = = SKILLS BANK PROFILE = = =

CODES	SKILL-DESCRIPTION	YRS-EXP	LAST-YR
SKILL-CODES			
AA145	INVENTORY CONTROL	10	78
AC220	PAPER (INCLUDING FORMS PURCHASING)	10	78
AG120	EMPLOYEE APPRAISAL PLANS	08	78
AH105	CONTRACT INTERPRETATION	08	78

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AJ120	GOVERNMENT REGULATIONS	08	78
AK110	CAPITAL INVESTMENT EQUIPMENT PLANNI	04	78
AK145	MANAGEMENT TRAINING	08	78
AL165	PERFORMANCE MANAGEMENT SYSTEM	08	78
AL105	COLLEGE RELATIONS	06	78
AL110	COUNSELING	07	78
AL120	EMPLOYMENT	08	78
AL155	MOTIVATION TECHNIQUE	06	78
AL175	PERSONNEL PLACEMENT	05	78
AL180	PERSONNEL POLICIES	05	78
AL185	PERSONNEL RECORDS RETENTION / MAINT	06	78
AL190	RECRUITING	06	78
BC325	GOV'T IMPOSED CONSTRAINTS	09	78
BE110	EEO LAWS AND REGULATIONS	06	78
BF190	OSHA PROCEDURES / LAWS	07	78
BF225	SAFETY PROMOTION	06	78
BG235	LABOR LAW	07	78
BG330	FEDERAL REPORTS	08	78
BG370	TAX AND TAXATION LAW	10	78
JF100	QUALITY CONTROL – GENERAL	WE	84
NA120	PASSENGER TIRES	WM	84

MOBILITY-CODES

WD110 WILLING TO RELOCATE IN THE UNITED S

PRIOR-WORK-EXPERIENCE

01/01/76	02/01/79	DISTRICT MANAGER	H & R BLOCK INC.
05/01/74	01/01/76	ASSISTANT TO FINANCIAL AID	JACKSONVILLE STATE UNVIVERS
07/01/73	05/01/74	OFFICE MANAGER-BOOKKEEPER	WOMAN'S CLIMIC PA
12/01/72	06/01/73	ASSISTANT MANAGER	H & R BLOCK INC.
07/01/72	12/01/72	ACCOUNTANT	MORGAN & COPELAND ACCOUNTIN

ACTIVITIES

PRESIDENT AMA ANNISTON 1982-1983
AL PRIVATE SCHOOL LICENSE BRD 79-81
CERTIFICATE OF APPRECIATION 1976

EMPLOYEE: LEDBETTER, LILLY M EMPLOYEE NUMBER: 422-48-6096

= = = SKILLS BANK PROFILE = = =

CODES	SKILL-DESCRIPTION	YRS-EXP	LAST-YR
ACTIVITIES			
	SPECIAL OLYMPICS PROGRAM		
	YMCA VOLUNTEER		
DEVELOPMENT-COURSES			
	PRACTICAL SPEAKING UP&OUT 1 DAY		84
	HIGH TECHNOLOGY-IMPACT ON MGT 2HR		84
	MANAGING EFFECTIVE MEETING 2HRS		84
	PREVENTIVE LABOR RELATIONS 1 DAY		83
	PUBLIC SPEAKING IN LEADERSHIP 2HR		83
	TIME MANAGEMENT 2 HOURS 1983		
	PROD PLANNING & SCHEDULING 4 HRS		83
	PARTICIPATIVE MANAGEMENT 4 HOURS		83

***** END OF DOCUMENT *****

ATTACHMENT I

SALARIED EMPLOYEES

MERIT INCREASE PLANNING

(Year Beginning Jan 93 & Ending Dec 93)

Dept. 5520

Location: GADSDEN

Date: 3-26-93

Name	Classification	Rate Range			Present Salary	Date Last Merit	Perf Grp	Proposed Merit Plan		
		Min	Mid	Max				Effect. Date	Increase %	Increase Amount
R.D. Jones	Area Mgr Prod/Maint	3185	3981	4777	4187.02	3-1-92	1	3-1-93	5.97	250.00
J.S. Thompson	Area Mgr Prod/Maint	3185	3981	4777	4120.00	7-1-92	2	9-1-93	4.85	200.00
W.C. Miller	Area Mgr Prod/Maint	3185	3981	4777	4420.00	9-1-92	2	11-1-93	4.64	205.00
W.G. Bice	Maint. Section Mgr	3040	3800	4560	3813.00	5-1-92	2	7-1-93	4.78	182.00
L.M. Ledbetter	Area Mgr Prod/Maint	3185	3981	4777	3123.00	4-1-92	2	4-1-93	5.28	165.00
J.R. Todd	Area Mgr Prod/Maint	3185	3981	4777	4412.00	6-1-92	3	—	—	0

Prepared By: /s/ M.V. Tucker

Reviewed by: [not signed]

Total Allocation $1,002.00 Expenditure $1,002.00

ATTACHMENT I

SALARIED EMPLOYEES

MERIT INCREASE PLANNING

(Year Beginning Jan 94 & Ending Dec 94)

Dept. 5520

Location: GADSDEN

Date: 3-9-94

Name	Classification	Rate Range			Present Salary	Date Last Merit	Perf Grp	Proposed Merit Plan		
		Min	Mid	Max				Effect. Date	Increase %	Increase Amount
R.D. Jones	Area Mgr Prod/Maint	2967	3857	4747	4437.02	3-1-93	1	5-1-94	6.50	288.00
W.C. Miller	Area Mgr Prod/Maint	2967	3857	4747	4625.00	11-1-93	2	—		
J.S. Thompson	Area Mgr Prod/Maint	2967	3857	4747	4320.00	9-1-93	2	—		
J.R. Todd	Area Mgr Prod/Maint	2967	3857	4747	4412.00	6-1-92	2	2-1-94	5.66	250.00
W.G. Bice	Maint. Section Mgr	2967	3857	4747	3995.00	7-1-93	2	10-1-94	5.10	205.00
L.M. Ledbetter	Area Mgr Prod/Maint	2967	3857	4747	3288.00	4-1-93	3	11-1-94	5.00	163.00

Prepared By: /s/ M.V. Tucker

Reviewed by: /s/ H. Smith

Total Allocation $906.00 Expenditure $906.00

PLANT LOCATION/DEPT: GADSDEN/5500-5510-5520-711
TIRE ASSEMBLY

MERIT BUDGET #:_____

Name	Title	Exempt/ Non-Ex.	Peer Pos.	Present Salary
Amberson, T.R.	Area Mgr	Exempt	18	4595.00
Barnes, D.A.	Area Mgr	Exempt	12	4186.00
Bice, W.G.	Maint Sect Mgr	Exempt	6	4200.00
Burnes, R.L.	~~Sec Fec~~ Coun'l	Non Exempt	7	2200.00
Cheatwood, J.L.	Area Mgr	Exempt	5	4100.00
Dorn, D.R.	Maint. Mgr	Exempt	13	4785.00
Elliott, C.B.	Area Mgr	Exempt	20	4551.00
Gunter, R.D.	Area Mgr	Exempt	14	4141.00
Hicks, W.W.	Area Mgr	Exempt	8	4566.00
Holderfield, V.B.	Prod. Specialist	Exempt	9	5306.00
Jenkins, A.	Maint Sec. Mgr	Exempt	22	3952.00
Jones, R.D.	Area Mgr	Exempt	2	5105.00
Kell, J.A.	Area Mgr	Exempt	11	4582.00
Ledbetter, L.M.	Area Mgr	Exempt	23	3727.00
Maudsley, M.V.	Prod Auditor	Exempt	10	5315.00
Maydall, B.J.	Maint Mgr	Exempt	16	5470.00
McLeod, P.M.	Area Mgr	Exempt	1	4745.00
Miller, W.C.	Area Mgr	Exempt	17	4905.00
Maske, R.J.	Area Mgr	Exempt	3	4435.00
Sitz, P.S.	Area Mgr	Exempt	19	4350.00
Thomas, W.O.	Area Mgr	Exempt	15	4192.00
Todd, J.R.	Area Mgr	Exempt	24	4662.00
Thompson, J.S.	Area Mgr	Exempt	21	4560.00
Welsh, B.F.	Area Mgr	Exempt	4	4840.00
TOTALS				

Range Min	Range Max	Last Incr Date	Last Incr %	Eff Date	IPA %	IPA $	TPA %	TPA $
3265	5549	10-1-95	3.84					
3265	5549	10-1-94	4.23	3-1-96	3.5	145.00		
2903	4935	10-1-94	5.13	3-1-96	2.4	100.00	2.4	100.00
1626	2602	9-1-94	3.53	2-1-96	2.2	50.00	2.2	50.00
3265	5549	10-1-94	5.37	3-1-96	2.4	100.00	2.4	100.00
3702	6292	5-1-95	4.02	10-1-96	3.2	150.00		
3265	5549	4-1-95	4.12					
3265	5549	6-15-95	9.99	11-1-96	3.5	145.00		
3265	5549	12-1-94	3.87	5-1-96	2.2	100.00	2.2	100.00
3265	5549	5-1-95	8.42	9-1-96	3.8	200.00		
2903	4935	5-1-95	4.77					
3265	5549	9-1-95	7.89					
3265	5549	7-1-95	6.21	11-1-96	3.0	145.00		
3265	5549	12-1-95	7.85					
3702	6292	7-1-95	2.09	11-1-96	3.8	200.00		
3702	6292	12-1-95	3.99					
3265	5549	11-1-94	3.26	3-1-96	3.0	140.00	3.0	140.00
3265	5549	4-1-95	5.97					
3265	5549	10-1-94	4.11	3-1-96	2.4	105.00	2.4	105.00
3265	5549	10-1-95	3.57					
3265	5549	12-1-94	4.23	5-1-96	3.2	140.00		
3265	5549	2-1-94	5.67					
3265	5549	4-1-95	5.42					
3265	5549	7-1-95	2.87	11-1-96	2.5	120.00	2.5	120.00
						1		2

Total IPA Allocation – $1,852.00 Total IPA – 1840.00
Total TPA Allocation – $825.00 Total TPA – 715.00
Time Interval exempt – 16 months
Time Interval non exempt – 17 months

/s/ Peter T. Buchanan 4/20/96

Associate Name: Lilly Ledbetter
Performance Review Year: 1997

Major Responsibility: Safety
__Extremely important __ Very Important __Important

PS#1 – Actively involved in the business center safety
1) Does not attend weekly safety meetings in the business center. 2) Fills out safety investigations and finds root cause 3) Needs improvement on monthly safety tours with safety rep. 4) Good reduction in OSHA rates in 1997. 5) Utilizes LOTO/CHE procedures. Should develop a documented audit external to the auditor's audits. [handwritten note: "Bad external audits."]
PS#2 – Effectively manages light duty labor.
1) Utilizes light duty labor effectively
PS#3 – Insures safety and accident investigations are complete and root cause is eliminated.
1) Utilizes crew safety representative to investigate accidents. 2) Investigates all OSHA reportable accidents and finds root cause.
PS#4 – Department adheres to PPE policy and other safety guidelines.
1) Wears personal PPE. 2) Team's compliance during PPE audits is the worst in the department. This needs improvement in 1998.

Associate Comments: _____
_____
_____

Rater Comments:
_____
_____
_____

Overall evaluation of Major Responsibility (Circle One)

5	4	3	2	1
Highly Outstndg Perform.	Good Effec Perform.	Effec Perform.	Needs Improvmnt	Poor Perform.

[Number 1 (Poor Performance) is circled.]

Major Responsibility: Quality and Waste
__Extremely important __ Very Important __Important

PS#1 – Business center Demonstrates continuous improvement in waste.
1) Average cured waste performance for the year. 2) ~~Friction, green and Cured were high relative to the rest of the department and her section.~~ 3) Does an excellent job of filling out necessary scrap tags. 4) Repairs scrap when possible.
PS#2 – Visible on the floor working on waste related issues.
1) Very visible on the floor working on waste. Lilly needs to expect this same effort out of the associates that work for her. 2) Some follow-up on machines that are having waste issues in person. 3) Lacks machine ~~and waste expertise~~. 4) Needs to work more closely with technology associates to reduce waste to the department goals.
PS#3 – Follows QS9000 systems and continually strives to improve quality.
1) Department does daily QS9000 contacts. 2) Followed up and on all QS9000 audit non-conformances and implement corrective action where required.

PS#4 – Holds associates accountable for following procedures and generating scrap.
1) Has to be encouraged to hold people accountable for waste. 2) ~~Needs to improve systems to reduce green and cured scrap follow up.~~ 3) Procedures for ensuring the right stock is loaded need to be audited to find potential problems before there is a tire hold. People should be held accountable before the problem manifests itself as a hold.

Associate Comments: _____

_____

_____

Rater Comments:

_____

_____

_____

Overall evaluation of Major Responsibility (Circle One)

5	4	3	2	1
Highly Outstndg Perform.	Good Effec Perform.	Effec Perform.	Needs Improvmnt	Poor Perform.

[Number 3 (Effective Performance) is circled.]

Major Responsibility: Product delivery and Output per hour
__Extremely important __ Very Important __Important

PS#1 – Achieves production goals.
1) Production goals were not met for 1997. Lilly was tied for the worst production in her section. 2) Improvements are needed in the ARFs. She needs to put ownership of building tires on the builders not herself. 3) Lacks mechanical and electrical knowledge of the machine.

PS#2 – Manages customer losses.
1) Knows what the customer needs and works with the other tire room managers to ensure the correct machines are turboed. 2) Effectively prioritizes turbo machine production to ensure curing losses are minimal.
PS#3 – Manages output per associate hour worked.
1) Her section needs to improve production to reduce hours of overtime worked to support low codes. 2) Needs to better utilize existing associates on housekeeping and other misc. tasks to reduce overtime hours. 3) Improvement needed on engineering utilization to prevent overtime hours worked to due misc. projects.
PS#4 – Maintains equipment
1) Works on the machines when needed. 2) Works with engineering to improve the machines level of operating condition.

Associate Comments: _____

_____

_____

Rater Comments:

_____

_____

_____

Overall evaluation of Major Responsibility (Circle One)

5	4	3	2	1
Highly Outstndg Perform.	Good Effec Perform.	Effec Perform.	Needs Improvmnt	Poor Perform.

[Number 2 (Needs Improvement) is circled.]

Major Responsibility: Housekeeping
__Extremely important __ Very Important __Important

PS#1 – Performs housekeeping tours.
1) In 1998, housekeeping tours need to be performed daily. 2) Improvements in components on the floor, decluttering should be top priority.
PS#2 – Utilizes available labor to improve housekeeping.
1) Utilized light duty labor for cleaning in T/A. 2) Need improvement on utilizing labor on down machines for housekeeping. 3) Need to utilize engineering associates for improving and maintaining the areas.
PS#3 – Maintains outstanding housekeeping in high visibility areas.
1) High visible areas are good.

Associate Comments: _____

_____

_____

Rater Comments:

_____

_____

_____

Overall evaluation of Major Responsibility (Circle One)

5	4	3	2	1
Highly Outstndg Perform.	Good Effec Perform.	Effec Perform.	Needs Improvmnt	Poor Perform.

[Number 3 (Effective Performance) is circled.]

Major Responsibility: Cost Control

__Extremely important __ Very Important __Important

PS#1 – Manages overtime cost
1) Utilizes G.O.s to fill vacancies 2) Needs to better utilize builders in the area of housekeeping to

prevent overtime for visits. 3) Needs to better utilize craftsmen idle time to do misc. work and bench work.
PS#2 – Holds associates accountable for non-contractual absenteeism.-
1) Holds associates accountable if encouraged.

Associate Comments: _____

_____

_____

Rater Comments:

_____

_____

_____

Overall evaluation of Major Responsibility (Circle One)

5	4	3	2	1
Highly Outstndg Perform.	Good Effec Perform.	Effec Perform.	Needs Improvmnt	Poor Perform.

[Numbers 2 (Needs Improvement) and 3 (Good Effective Performance) are circled.]

Major Responsibility: Associate and Team Development
__Extremely important __ Very Important __Important

PS#1 – Holds team building meetings
1) Hold limited team meetings in 1997. In 1998 team meetings in the section need to be on a bimonthly basis.
PS#2 – Develops relationships, maintains relationships and communicates to associates
1) She is a very good communicator 2) She works well with the union representatives. 3) Maintains good relationships with all his team.

PS#3 – Provides feedback on performance to associates
1) Keeps team informed of key communications items. 2) Provides feedback to associates on controllable waste.

Associate Comments: _____

_____

_____

Rater Comments:
[handwritten] Lilly used external resource for team meetings to Improve team performance until stopped for overtime costs.

_____

Overall evaluation of Major Responsibility (Circle One)

5	4	3	2	1
Highly Outstndg Perform.	Good Effec Perform.	Effec Perform.	Needs Improvmnt	Poor - Perform.

[Number 3 (Good Effective Performance) is circled.]

Major Responsibility: Implementation of Policies and Procedures

__Extremely important __ Very Important __Important

PS#1 – Performs audits.
1) She does not perform daily audits on PPE 2) Several associates do not consistently wear all their PPE. 3) CHE/LOTO audits need to be formalized in 1998. 4) Exceptions need to be managed and discipline used when appropriate.

PS#2 – Effectively manages Discipline system.
1) Apply discipline consistently as needed on quality, waste and attendance problems. 2) Needs to utilize discipline in the area of production, waste and other policy-related problems.
PS#3 – Ensures associates work throughout shift
1) ARFs run throughout the shift. 2) Could make gains by better utilizing turbo time on the ARFs. 3) Needs to focus on reducing exceptions.

Associate Comments: _____

_____

_____

Rater Comments:

_____

_____

_____

Overall evaluation of Major Responsibility (Circle One)

5	4	3	2	1
Highly Outstndg Perform.	Good Effec Perform.	Effec Perform.	Needs Improvmnt	Poor Perform.

[Number 1 (Poor Performance) is circled.]

TRAINING AND DEVELOPMENTAL EXPERIENCES TO ENHANCE PERFORMANCE ON MAJOR RESPONSIBLITIES

Associate Name: Lilly Ledbetter For Performance Review Year: 1997

Major Responsibilities (MR's)	***Developmental Needs*** List knowledge, skills or experiences that can be enhanced to increase performance within a major responsibility	***Developmental Plans*** Describe training problems, job assignments, special projects or coaching that will take place in the upcoming year.	Date to be Completed
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
Overall/Specific Development Needs			

[The word "NONE" is handwritten diagonally across rows 1 and 2 in the second column.]

PERFORMANCE EVALUATION SUMMARY

MR Importance

3 = Extremely Important
2 = Very Important
1 = Important

Performance Categories

5 = Outstanding Performance
4 = Highly Effective Performance
3 = Good, Effective Performance
2 = Needs Improvement
1 = Poor Performance

	Importance	**Rating**
MR 1	3	1
MR 2	3	3
MR 3	3	2
MR 4	3	2
MR 5	3	3
MR 6	3	3
MR 7	3	1
MR 8		
MR 9		
MR 10		

Period Reviewed: From 1/97 To 12/97
Performance Evaluated By: /s/ R. K. Owen Date 2/4/98

Associate comments:

I have discussed the contents of this performance appraisal with my manager.

/s/ Lilly M. Ledbetter — Associate's Signature
2/5/93 — Date

1997 Reviews

Name	1 Safety	2 Q&W	3 Production	4 Cost	5 Housekeeping	6 Team Dev.	7 Imp.	8 Av. Score
R. Jones	4	5	4	3	4	4	3	3.86
McCleod	4	4	5	3	3	4	4	3.86
Miller	4	4	4.5	4	4	4.5	2	3.86
Barnes	3	2	3	4	3	5	4	3.43
Amberson	3	3	4	3.5	3	4-5	2	3.29
Cheatwood	3	3	4	3	3	3.5	3.5	3.29
Thompson	3	3	3	5	3	4	2	3.29
Elliott	3	2	3.5	3	3.5	3	4	3.14
Kell	4	3	3	3	3	3	3	3.14
Welch	3	3	4	3	4	3	2	3.14
Hicks	4	2	3	3	3	3	3	3
Gunter	2	4	2	3	4	3	2	2.86
Myers	3	4	2	3	3	3	2	2.86
Sitz	4	3	3	2	3	3	2	2.86
W. Chapman	3	2	3	3	2	3	3	2.71
J. Todd	2	2.8	3.6	3.1	2.8	2	2.5	2.69
Penny	2	3	2.5	2.5	3	3	2	2.57
Ledbetter	1	3	2	2	3	3	1	2.14
Nance	2	1	2	1	2.5	2	2	1.79

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TIRE ASSEMBLY SALARIED MERIT PLAN
YEAR BEGINNING 1/1/98 & ENDING 12/31/98

RANK	NAME	TITLE	PAY GRADE	PRESENT SALARY
1	Owen, RK	Bus Ctr Mgr	GGE08	6852
2	Holderfield, VB	Prod Spec	GGE04	5710
3	Mcloud, PM	Ar Mgr Pr Mtn	GGE04	5236.05
4	Jones, RD	Prod Spec	GGE04	5329.64
5	Miller, WC	Ar Mgr Pr Mtn	GGE04	5106.11
6	Dean, DR	Maint Mgr	GGE05	5122
7	Barnes, DA	Ar Mgr Pr Mtn	GGE04	4460.93
8	Cheatwood, JL	Ar Mgr Pr Mtn	GGE04	4394
9	Maudsley, MV	Prod Bs Ctr Aud	GGE05	5515
10	Elliott, CB	Ar Mgr Pr Mtn	GGE04	4673.88
11	Thompson, JS	Ar Mgr Pr Mtn	GGE04	4692.24
12	Kell, JA	Ar Mgr Pr Mtn	GGE04	4727
13	Gunter, RD	Ar Mgr Pr Mtn	GGE04	4286
14	Welch, BF	Ar Mgr Pr Mtn	GGE04	5080
15	Amberson, TR	Ar Mgr Pr Mtn	GGE04	4769.61
16	Hicks, WW	Ar Mgr Pr Mtn	GGE04	4870
17	Burnes, RL	Secy to Fact	GGE04	2398.90
18	Bice, WG	Maint Sec Mgr	GGE03	4532
19	Gilchrist, JA	Maint Sec Mgr	GGE03	5064.51
20	Sitz, PS	Ar Mgr Pr Mtn	GGE04	4480.50
21	Penney, WJ	Ar Mgr Pr Mtn	GGE04	5065
22	Myers, DB	Ar Mgr Pr Mtn	GGE04	4600
23	Ledbetter, LM	Ar Mgr Pr Mtn	GGE04	3727
24	Nance, WD	Ar Mgr Pr Mtn	GGE04	4652.67
		TOTALS		**115345.04**

MERIT ALLOCATION: 2883.626

COMP RATIO	PAY RANGE			LAST INCREASE		LDR RECOG	
	MIN	MID	MAX	%	DATE	%	AMT
0.92	3905	7470	10035	10	7/21/97	7.0	480.00
1.22	3458	4667	5876	3.7	12-1-97		
1.12	3458	4667	5876	4.2	5/1/97		
1.14	3458	4667	5876	4.4	1/1/97		
1.14	3458	4667	5876	4.1	1/1/97		
0.97	3919	5291	6663	3.7	12/1/97		
0.96	3458	4667	5876	3.0	7/1/97		
0.94	3458	4667	5876	2.1	11/1/97		
1.04	3919	5291	6663	3.7	11/1/96		
1.00	3458	4667	5876	2.7	1/1/97		
1.01	3458	4667	5876	2.9	1/1/97		
1.01	3458	4667	5876	3.1	11/1/96		
0.92	3458	4667	5876	3.5	11/1/96		
1.09	3458	4667	5876	2.4	11/1/96		
1.02	3458	4667	5876	3.8	2/1/97		
1.04	3458	4667	5876	2.1	10/1/97		
0.51	3458	4667	5876	4.3	4/1/97		
1.09	3075	4150	5225	3.0	7/1/97		
1.22	3075	4150	5225	3.0	11/1/97		
0.96	3458	4667	5876	3.0	2/1/97		
1.09	3458	4667	5876	2.8	10/1/96		
0.99	3458	4667	5876				
0.80	3458	4667	5876	3.8	12/1/95		
1.00	3458	4667	5876	4.0	11/1/95		
1.01							**480.00**

RANK	NAME	LEVEL 1		LEVEL 2		LUMP SUM
		%	AMT	%	AMT	
1	Owen, RK					
2	Holderfield, VB					
3	Mcloud, PM	4.11	215.00			
4	Jones, RD	4.00	213.00			
5	Miller, WC	4.01	205.00			
6	Dean, DR					
7	Barnes, DA	4.01	179.00			
8	Cheatwood, JL					
9	Maudsley, MV			3.25	179.00	
10	Elliott, CB			3.42	160.00	
11	Thompson, JS			3.41	160.00	
12	Kell, JA					
13	Gunter, RD			3.62	155.00	
14	Welch, BF			3.05	155.00	
15	Amberson, TR			3.14	150.00	
16	Hicks, WW			3.08	150.00	
17	Burnes, RL			3.84	92.00	
18	Bice, WG			3.09	140.00	
19	Gilchrist, JA					
20	Sitx, PS			3.01	135.00	
21	Penney, WJ					
22	Myers, DB					
23	Ledbetter, LM					
24	Nance, WD					
TOTALS			**812.00**		**1476.00**	

RANK	NAME	EFF DATE	INVL	NEW SALARY	NEW COMP :
1	Owen, RK	8/1/98	12	7332.00	0.98
2	Holderfield, VB			5710.00	1.22
3	McCloud, PM	2/1/98	14	5451.05	1.17
4	Jones, RD	3/1/97	14	5542.64	1.19
5	Miller, WC	3/1/97	14	5311.11	1.14
6	Dean, DR			5122.00	0.97
7	Barnes, DA	9/1/98	14	4639.93	0.99
8	Cheatwood, JL			4394.00	0.94
9	Maudsley, MV	3/1/98	16	5694.00	1.08
10	Elliott, CB	5/1/98	16	4833.88	1.04
11	Thompson, JS	5/1/98	16	4852.24	1.04
12	Kell, JA			4727.00	1.01
13	Gunter, RD	3/1/98	16	4441.00	0.95
14	Welch, BF	4/1/98	17	5235.00	1.12
15	Amberson, TR	7/1/98	17	4919.61	1.05
16	Hicks, WW	3/1/98	17	5020.00	1.08
17	Burnes, RL	9/1/98	17	2490.90	0.53
18	Bice, WG	12/1/98	17	4672.00	1.13
19	Gilchrist, JA			5064.51	1.22
20	Sizt, PAS	8/1/98	18	4615.50	0.99
21	Penney, WJ			5065.00	1.09
22	Myers, DB			4600.00	0.99
23	Ledbetter, LM			3727.00	0.80
24	Nance, WD			4652.67	1.00
TOTALS			**15.666667**	**118113.04**	**1.03**

AVERAGE= 3573.58
TOTAL MERIT USED= 2768.00
TOTAL AVAILABLE= 2768.00

/s/ RO Well 3/6/98

/s/ PH Elith
/s/ RC Cropps 3/5/98

RAISES GIVEN BY MIKE TUCKER TO RLT AREA MANAGERS					
	1993	1994	1995	1996	**TOTAL**
Dick Jones	$250.00	$288.00	$380.00	$0.00	**$918.00**
Lilly Ledbetter	165.00	163.00	276.00	0.00	**604.00**
Bill Miller	205.00	0.00	280.00	0.00	**485.00**
Steve Thompson	200.00	0.00	240.00	0.00	**440.00**
Jimmy Todd	0.00	250.00	0.00	0.00	**250.00**

06/02/00 GOODYEAR EMPLOYEE MANAGEMENT SYSTEM PAGE: 001
07:43:39 ** EMPLOYEE PROFILE ** FROM:01/01/60

EMPLOYEE: AMBERSON, TERRY R EMPLOYEE NUMBER: 416-62-6354

=== CURRENT INFORMATION ===

?? BROOKS DRIVE DOB: 12/04/47 DOD: SEX: M AGE: 53
MARTIN TN 38237 CSD: 03/05/73 PSD: 03/05/73 JSD: 04/01/99
RACE: WHITE HNCP: NOT DISABLED
VET: VET-OTHER CIT: U S CITIZEN

STATUS: A ACTIVE EMPCC: FS FULL TIME SALARIED GRADE: UNREP:

POS: 58506517463 TITLE: AREA MANAGER-PRODUCTION/MAINTE FLSA: 2
DEPT: 1512 LOCN: GT129 MIN: 3,671 MID: 4,956 MAX: 6,241
ORG1: PRODUCT SUPPLY ORG2: NORTH AMERICAN TIRE ORG3: GTR UNION CITY PLT
BASRT: 5,412.4700 PYRCD: 10032 PAY FREQ: S BASE FREQ: M MERIT BUDGET: 00157

=== JOB/SALARY ===

AS OF	BASE RATE	LOCATION	DEPT	TITLE	TYP	GRADE	EEO
04/01/99	5,412.4700	GTR UNION	1512	AREA MGR-PRODCTN/MAI	MS	0	A
04/01/99	5,068.1000	GTR GADSDE	5510	AREA MGR-PRODCTN/MAI	IP	0	A
07/01/98	4,919.6100	GTR GADSDE	5510	AREA MGR-PRODCTN/MAI	IP	0	A

02/01/97	4,769.6100	GTR GADSDE	5510	AREA MGR-PRODCTN/MAI	IP	0	A
01/01/97	4,595.0000	GTR GADSDE	5510	AREA MGR-PRODCTN/MAI	IC	0	A
10/01/95	4,595.0000	GTR GADSDE	5510	AREA MGR-PRODCTN/MAI	IP	0	A
02/01/95	4,425.0000	GTR GADSDE	5510	AREA MGR-PRODCTN/MAI	IC	0	A
07/01/94	4,425.0000	GTR GADSDE	5510	AREA MGR-PRODCTN/MAI	ME	0	A
04/01/94	4,208.0000	GTR GADSDE	5510	AREA MGR-PRODCTN/MAI	IC	0	A
01/01/94	4,208.0000	GTR GADSDE	5510	AREA MGR-PRODCTN/MAI	SC	0	A
04/01/93	4,208.0000	GTR GADSDE	5510	AREA MGR-PRODCTN/MAI	ME	0	A
11/01/91	3,983.0000	GTR GADSDE	5510	AREA MGR-PRODCTN/MAI	RO	0	A
10/01/91	3,983.0000	GTR GADSDE	5510	AREA MGR-PRODCTN/MAI	ME	0	A
04/01/90	3,838.0000	GTR GADSDE	5510	AREA MGR-PRODCTN/MAI	ME	0	A
??/16/89	3,578.0000	GTR GADSDE	5510	AREA MGR-PRODCTN/MAI	RO	0	A
??/?6/89	3,578.0000	GTR GADSDE	5510	AREA MGR-PRODCTN/MAI	TR	0	A
??/?5/89	3,578.0000	GTR GADSDE	0000	GENERAL OPERATOR	TR	0	G
05/22/89	3,578.0000	GT131	5510	AREA MGR-PRODCTN/MAI	RS	0	A
03/23/89	3,578.0000	GT131	5510	AREA MGR-PRODCTN/MAI	LA	0	A
02/01/89	3,578.0000	GT131	5510	AREA MGR-PRODCTN/MAI	ME	0	A
01/01/88	3,288.0000	GT131	5510	AREA MGR-PRODCTN/MAI	ME	0	A
12/01/86	3,038.0000	GT131	5510	AREA MGR-PRODCTN/MAI	ME	0	A
12/16/85	2,878.0000	GT131	5510	AREA MGR-PRODCTN/MAI	TR	0	A
11/01/85	2,878.0000	GT131	5500	SHFT FRMN-PROD REC&ST	ME	0	A
04/01/85	2,678.0000	GT131	5500	SHFT FRMN-PROD REC&ST	TR	0	A
10/01/84	2,678.0000	GT131	144	SHFT FRMN-PROD REC&ST	ME	0	A

08/01/83	2,515.0000	GT131	144	SHFT FRMN-PROD REC&ST	ME	0	A
04/01/82	2,329.0200	GT131	144	SHFT FRMN-PROD REC&ST	ME	0	A
10/01/81	2,109.0200	GT131	144	SHFT FRMN-PROD REC&ST	GC	0	A
07/01/81	2,067.5200	GT131	144	SHFT FRMN-PROD REC&ST	GC	0	A
05/01/81	1,916.0200	GT131	144	SHFT FRMN-PROD REC&ST	TC	0	A
04/01/81	1,916.0200	GT131	144	SUPERVISOR-PROD REC &	GC	0	A
04/01/81	2,026.0200	GT131	144	SUPERVISOR-PROD REC &	ME	0	A

961

EMPLOYEE: AMBERSON, TERRY R EMPLOYEE NUMBER: 416-62-6354

= = = JOB/SALARY = = =

AS OF	BASE RATE	LOCATION	DEPT	TITLE	TYP	GRADE	EEO
01/01/81	1,874.5200	GT131	144	SUPERVISOR-PROD REC &	GC	0	A
10/01/80	1,833.0200	GT131	144	SUPERVISOR-PROD REC &	GC	0	A
07/01/80	1,801.8200	GT131	144	SUPERVISOR-PROD REC &	GC	0	A
04/16/80	1,741.1500	GT131	144	SUPERVISOR-PROD REC &	GC	0	A
04/01/80	1,715.1500	GT131	144	SUPERVISOR-PROD REC &	GC	0	A
01/01/80	1,580.4800	GT131	144	SUPERVISOR-PROD REC &	GC	0	A
01/01/80	1,680.4800	GT131	144	SUPERVISOR-PROD REC &	ME	0	A

11/16/79	1,552.7500	GT131	144	SUPERVISOR-PROD REC &	TR	0	A
10/01/79	1,552.7500	GT131	132	SUPERVISOR-PROD REC &	GC	0	A
07/01/79	1,518.0800	GT131	132	SUPERVISOR-PROD REC &	GC	0	A
04/16/79	1,452.2100	GT131	132	SUPERVISOR-PROD REC &	GI	0	A
04/16/79	1,486.8800	GT131	132	SUPERVISOR-PROD REC &	GC	0	A
04/01/79	1,396.7100	GT131	132	SUPERVISOR-PROD REC &	GC	0	A
01/01/79	1,370.7100	GT131	132	SUPERVISOR-PROD REC &	GC	0	A
10/01/78	1,348.1800	GT131	132	SUPERVISOR-PROD REC &	GC	0	A
09/16/78	1,318.7100	GT131	132	SUPERVISOR-PROD REC &	TR	0	A
07/01/78	1,318.7100	GT900	1053	OUTSIDE PLNT SQD TRAI	GC	0	B
05/01/78	1,294.4400	GT900	1053	OUTSIDE PLNT SQD TRAI	GI	0	B
04/01/78	1,250.9400	GT900	1053	OUTSIDE PLNT SQD TRAI	GC	0	B
03/01/78	1,240.5400	GT900	1053	OUTSIDE PLNT SQD TRAI	TX	0	B
08/22/77	1,240.5400	GTR GADSDE	1440	HOURLY SUPERVISOR	TR	0	I
04/19/77	1,240.5400	GTR GADSDE	1440	PREPARE, CURE BLADS	RS	0	G
03/26/77	1,240.5400	GTR GADSDE	1440	PREPARE, CURE BLADS	LA	0	G
05/02/74	1,240.5400	GTR GADSDE	1440	PREPARE, CURE BLADS	TR	0	G
01/08/74	1,240.5400	GTR GADSDE	2565	NEST & SEAL TUBES	TR	0	G
01/07/74	1,250.9400	GTR GADSDE	2564	DEFLATE TUBES	TR	0	
11/01/73	1,240.5400	GTR GADSDE	1540	*OLD & BLAD. WORK	TR	0	G
11/01/73	1,240.5400	GTR GADSDE	1540	TEND CURED TIRE CO	TR	0	G
09/26/73	1,240.5400	GTR GADSDE	1540	TEND CURED TIRE CO	TR	0	G
09/26/73	1,240.5400	GTR GADSDE	2564	DEFLATE TUBES	TR	0	

??/09/73	1,240.5400	GTR GADSDE	2564	DEFLATE TUBES	TR	0
??/09/73	1,240.5400	GTR GADSDE	2564	REMOVE PASS TUBES	TR	0
0?/05/73	1,240.5400	GTR GADSDE	2564	REMOVE PASS TUBES	NH	0

= = = TRAINING INFORMATION = = =

AS OF	COURSE	COURSE DESCRIPTION
04/14/00	UC1848	TRU TRACK-PAYROLL REFRESHER
02/17/00	UC6330	HARASSMENT- "ZERO TOLERANCE"
11/22/99	UC1065	ANNUAL = TEST OUT PROCEDURE
07/27/99	UC6171	PERFORMANCE MGT / 360 DEGREE
05/03/99	UC1065	ANNUAL = TEST OUT PROCEDURE
04/27/99	UC6248	PRODUCTION PROCESS – B
04/27/99	UC6005	AREA MANAGER OJT
04/12/99	UC7097	UNIFORMITY; MEASURE OF SUCCESS
04/06/99	UC7101	PRODUCT SAFETY:INTER AWARENESS
04/05/99	UC7068	QS9000 – COMPUTER BY JOB CODE
04/05/99	UC7052	QS9000 – PROCESS
04/05/99	UC7050	QS9000 – COMPUTER APPLICATIONS
04/05/99	UC6093	NEW HIRE ORIENTATION

EMPLOYEE: AMBERSON, TERRY R EMPLOYEE NUMBER: 416-62-6354

= = = TRAINING INFORMATION = = =

AS OF	COURSE	COURSE DESCRIPTION
02/10/99	GD1050	ZERO TOLERANCE/ASSOC-HARASSMT
01/06/99	GD1068	SEXUAL HARASSMT STRATEGY-MGMT
06/11/98	GD4B03	BAR CODING INTRODUCTION
05/04/98	GD7055	ISO 9000 ELEMENT STUDY
09/11/97	GD1059	PERSONNEL TRANSPORT VEH REVIEW
03/01/97	GD4B01	COMPUTER INVENTORY STORAGE
10/19/96	GD7057	QS9000-CONCEPT & INTERPRET
10/02/96	GD7055	ISO 9000 ELEMENT STUDY
08/01/96	GD1051	LIQUID HAZARDOUS WASTE
07/15/96	GD7053	ISO PUBLIC VIEW
03/06/94	MFG001	ADVANCED LEADERSHIP SKILLS
09/01/87	MFG004	AREA MANAGER TIRES

***** END OF DOCUMENT *****

06/02/00 GOODYEAR EMPLOYEE MANAGEMENT SYSTEM PAGE: 001
07:44:00 ** EMPLOYEE PROFILE ** FROM:01/01/60

EMPLOYEE: BARNES, DAVID A EMPLOYEE NUMBER: 420-72-6878

=== CURRENT INFORMATION ===

4?? ROCKY KNOLL LANE DOB: 10/22/51 DOD: SEX: M AGE: 49
DANVILLE VA 24541 CSD: 01/03/72 PSD: 01/03/72 JSD: 04/01/99
RACE: WHITE HNCP: NOT DISABLED
VET: VET-OTHER CIT:

200

STATUS: A ACTIVE EMPCC: FS FULL TIME SALARIED GRADE: UNREP:

POS: 45506517463 TITLE: AREA MANAGER-PRODUCTION/MAINTE FLSA: 2
DEPT: 2541 LOCN: GT126 MIN: 3,671 MID: 4,956 MAX: 6,241
ORG1: PRODUCT SUPPLY ORG2: NORTH AMERICAN TIRE ORG3: GTR DANVILLE PLT
BASRT: 5,103.9300 PYRCD: 10009 PAY FREQ: S BASE FREQ: M MERIT BUDGET: 00156

=== JOB/SALARY ===

AS OF	BASE RATE	LOCATION	DEPT	TITLE	TYP	GRADE	EEO
04/01/99	5,103.9300	GTR DANVIL	2541	AREA MGR-PRODCTN/MAI	MS	0	A
04/01/99	4,871.9300	GTR GADSDE	5500	AREA MGR-PRODCTN/MAI	IP	0	A
09/01/98	4,639.9300	GTR GADSDE	5500	AREA MGR-PRODCTN/MAI	IP	0	A

07/01/97	4,460.9300	GTR GADSDE	5500	AREA MGR-PRODCTN/MAI	IP	0	A
01/01/97	4,331.0000	GTR GADSDE	5500	AREA MGR-PRODCTN/MAI	IC	0	A
03/01/96	4,331.0000	GTR GADSDE	5500	AREA MGR-PRODCTN/MAI	IP	0	A
02/01/95	4,186.0000	GTR GADSDE	5500	AREA MGR-PRODCTN/MAI	IC	0	A
10/01/94	4,186.0000	GTR GADSDE	5500	AREA MGR-PRODCTN/MAI	ME	0	A
04/01/94	4,016.0000	GTR GADSDE	5500	AREA MGR-PRODCTN/MAI	IC	0	A
01/01/94	4,016.0000	GTR GADSDE	5500	AREA MGR-PRODCTN/MAI	SC	0	A
04/01/93	4,016.0000	GTR GADSDE	5500	AREA MGR-PRODCTN/MAI	ME	0	A
11/01/91	3,795.0000	GTR GADSDE	5500	AREA MGR-PRODCTN/MAI	RO	0	A
09/01/91	3,795.0000	GTR GADSDE	5500	AREA MGR-PRODCTN/MAI	ME	0	A
06/25/90	3,650.0000	GTR GADSDE	5500	AREA MGR-PRODCTN/MAI	RS	0	A
05/23/90	3,650.0000	GTR GADSDE	5500	AREA MGR-PRODCTN/MAI	LA	0	A
??/??/90	3,650.0000	GTR GADSDE	5500	AREA MGR-PRODCTN/MAI	ME	0	A
??/??/90	3,440.0000	GTR GADSDE	5500	AREA MGR-PRODCTN/MAI	TR	0	A
10/16/89	3,440.0000	GTR GADSDE	5540	AREA MGR-PRODCTN/MAI	TR	0	A
09/25/89	3,440.0000	GTR GADSDE	0000	GENERAL OPERATOR	TR	0	G
03/01/89	3,440.0000	GT131	5540	AREA MGR-PRODCTN/MAI	ME	0	A
11/01/88	3,230.0000	GT131	5540	AREA MGR-PRODCTN/MAI	TR	0	A
08/01/86	3,230.0000	GT131	5540	QUALITY ASSUR LDR	ME	0	A
12/17/85	3,030.0000	GT131	5540	QUALITY ASSUR LDR	TR	0	A
04/01/85	3,030.0000	GT131	5500	SUPERVISOR-PROD REC &	ME	0	A
03/01/84	2,785.0000	GTR GADSDE	5500	SUPERVISOR-PROD REC &	ME	0	A
02/01/83	2,555.0000	GTR GADSDE	5500	SUPERVISOR-PROD REC &	ME	0	A

01/01/82	2,320.0000	GTR GADSDE	5500	SUPERVISOR-PROD REC &	ME	0	A
10/01/81	2,064.0200	GTR GADSDE	5500	SUPERVISOR-PROD REC &	GC	0	A
07/01/81	2,022.5200	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
04/01/81	1,981.0200	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
01/01/81	1,939.5200	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
12/01/80	1,898.0200	GT131	5500	SUPERVISOR-PROD REC &	ME	0	A
10/01/80	1,808.0200	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A

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EMPLOYEE: BARNES, DAVID A EMPLOYEE NUMBER: 420-72-6878

= = = JOB/SALARY = = =

AS OF	BASE RATE	LOCATION	DEPT	TITLE	TYP	GRADE	EEO
07/01/80	1,776.8200	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
04/16/80	1,716.1500	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
04/01/80	1,690.1500	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
01/01/80	1,655.4800	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
12/01/79	1,627.7500	GT131	5500	SUPERVISOR-PROD REC &	ME	0	A
10/01/79	1,552.7500	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
07/01/79	1,518.0800	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A

04/16/79	1,452.2100	GT131	5500	SUPERVISOR-PROD REC &	GI	0	A
04/16/79	1,486.8800	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
04/01/79	1,396.7100	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
01/01/79	1,370.7100	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
10/01/78	1,348.1800	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
08/16/78	1,318.7100	GT131	5500	SUPERVISOR-PROD REC &	TR	0	A
07/01/78	1,318.7100	GT900	1053	OUTSIDE PLNT SQD TRAI	GC	0	B
05/01/78	1,294.4400	GT900	1053	OUTSIDE PLNT SQD TRAI	GI	0	B
04/01/78	1,250.9400	GT900	1053	OUTSIDE PLNT SQD TRAI	GC	0	B
02/01/78	1,240.5400	GT900	1053	OUTSIDE PLNT SQD TRAI	TS	0	B
02/21/77	1,240.5400	GTR GADSDE	3411	HOURLY SUPERVISOR	TR	0	I
09/15/76	1,240.5400	GTR GADSDE	3411	OPER. SPADONE BIAS	TR	0	G
11/04/75	1,240.5400	GTR GADSDE	1515	SORT WSW FOR RIB G	TR	0	G
12/06/74	1,240.5400	GTR GADSDE	3411	SPLICER PLAIN PL	TR	0	G
05/02/74	1,240.5400	GTR GADSDE	3411	REPAIR AND SALVAGE	TR	0	G
05/21/73	1,240.5400	GTR GADSDE	3411	OPER. SPADONE BIAS	TR	0	G
03/26/73	1,240.5400	GTR GADSDE	3411	REPAIR STOCK	TR	0	
03/26/73	1,240.5400	GTR GADSDE	3411	OPER. SPADONE BIAS	TR	0	G
07/14/72	1,240.5400	GTR GADSDE	3411	OPER. SPADONE BIAS	RS	0	G
02/26/72	1,240.5400	GTR GADSDE	3411	OPER. SPADONE BIAS	EX	0	G
01/03/72	1,240.5400	GTR GADSDE	3411	OPER. SPADONE BIAS	NH	0	G

= = = TRAINING INFORMATION = = =

AS OF	COURSE	COURSE DESCRIPTION
03/18/00	DN6131	SALARY COMMUNICATIONS
09/21/99	DN1063	PERSONAL PROTECTIVE EQUIPMENT
07/27/99	DN8038	PHOENIX – AS/400 PLANT SPEC
06/28/99	DN1060	LOCKOUT/TAGOUT
06/09/99	DN7028	UNIFORMITY: MEASURE OF SUCCESS
04/28/99	DN1057	HEAT STRESS PREVENTION
04/27/99	DN7030	QS – PRODUCT SAFETY
02/02/99	GD1050	SEXUAL HARRASSMENT
01/06/99	GD1068	SEXUAL HARASSMT STRATEGY-MGMT
11/16/98	GD8086	GBS AS/400 PLANT SPEC
06/11/98	GD4B03	BAR CODING INTRODUCTION
05/04/98	GD7055	ISO 9000 ELEMENT STUDY
04/22/98	GD6024	COMMUNICATION SKILLS FOR MGRS
09/11/97	GD1059	PERSONNEL TRANSPORT VEH REVIEW
03/01/97	GD4B01	COMPUTER INVENTORY STORAGE
10/19/96	GD7057	QS9000-CONCEPT & INTERPRET
10/02/96	GD7055	ISO 9000 ELEMENT STUDY
08/01/96	GD1051	LIQUID HAZARDOUS WASTE

EMPLOYEE: BARNES, DAVID A EMPLOYEE NUMBER: 420-72-6878

=== TRAINING INFORMATION ===

AS OF	COURSE	COURSE DESCRIPTION
07/15/96	GD7053	ISO PUBLIC VIEW
05/07/93	MFG001	ADVANCED LEADERSHIP SKILLS

***** END OF DOCUMENT *****

06/01/00 GOODYEAR EMPLOYEE MANAGEMENT SYSTEM PAGE: 001
12:25:39 ** EMPLOYEE PROFILE ** FROM:01/01/01

EMPLOYEE: MYERS, DONALD B EMPLOYEE NUMBER: 303-60-0530

=== CURRENT INFORMATION ===

?? GOODYEAR AVE DOB: 01/04/51 DOD: SEX: M AGE: 49
APT #110 RIVERWALK APT CSD: 11/16/77 PSD: 11/16/77 JSD: 12/01/99
GADSDEN AL 35903 RACE: WHITE HNCP: NOT DISABLED
VET: NO MILITARY CIT: U S CITIZEN

STATUS: A ACTIVE EMPCC: FS FULL TIME SALARIED GRADE: UNREP:

POS: 546006517463 TITLE: AREA MANAGER-PRODUCTION/MAINTE FLSA: 2
DEPT: 5540 LOCN: GT131 MIN: 3,671 MID: 4,956 MAX: 6,241
ORG1: PRODUCT SUPPLY ORG2: NORTH AMERICAN TIRE ORG3: GTR GADSDEN PLT
BASRT: 5,529.0000 PYRCD: 10011 PAY FREQ: S BASE FREQ: M MERIT BUDGET: 00151

=== JOB/SALARY ===

AS OF	BASE RATE	LOCATION	DEPT	TITLE	TYP	GRADE	EEO
12/01/99	5,529.0000	GTR GADSDE	5540	AREA MGR-PRODCTN/MAI	TR	0	A
01/01/99	5,529.0000	GTR AKR CO	841	SPLY CHAIN ANAL COORD	PR	0	B
11/01/98	4,808.0000	GTR GADSDE	5500	PRODUCTION SPECIALIST	MS	0	B

09/01/97	4,371.0000	GTR GADSDE	5500	AREA MGR-PRODCTN/MAI	IP	0	A
08/11/97	4,196.0000	GTR GADSDE	5500	AREA MGR-PRODCTN/MAI	DC	0	A
01/01/97	4,196.0000	GTR GADSDE	5404	AREA MGR-PRODCTN/MAI	IC	0	A
??/01/96	4,196.0000	GTR GADSDE	5404	AREA MGR-PRODCTN/MAI	TP	0	A
??/??/96	4,078.0000	GTR GADSDE	5404	AREA MGR-PRODCTN/MAI	TP	0	A
12/01/95	3,960.0000	GTR GADSDE	5404	AREA MGR-PRODCTN/MAI	IC	0	A
12/01/94	3,960.0000	GTR GADSDE	5404	AREA MGR-PRODCTN/MAI	ME	0	A
04/01/94	3,735.0000	GTR GADSDE	5404	AREA MGR-PRODCTN/MAI	IC	0	A
01/01/94	3,735.0000	GTR GADSDE	5404	AREA MGR-PRODCTN/MAI	SC	0	A
10/01/93	3,735.0000	GTR GADSDE	5404	AREA MGR-PRODCTN/MAI	ME	0	A
10/01/92	3,585.0000	GTR GADSDE	5404	AREA MGR-PRODCTN/MAI	ME	0	A
11/01/91	3,385.0000	GTR GADSDE	5404	AREA MGR-PRODCTN/MAI	RO	0	A
09/01/91	3,385.0000	GTR GADSDE	5404	AREA MGR-PRODCTN/MAI	ME	0	A
07/16/90	3,255.0000	GTR GADSDE	5404	AREA MGR-PRODCTN/MAI	ME	0	A
10/16/89	3,005.0000	GTR GADSDE	5404	AREA MGR-PRODCTN/MAI	RO	0	A
09/01/89	3,005.0000	GTR GADSDE	5404	AREA MGR-PRODCTN/MAI	RO	0	A
06/16/89	3,005.0000	GT131	5404	AREA MGR-PRODCTN/MAI	ME	0	A
05/01/88	2,835.0000	GT131	5404	AREA MGR-PRODCTN/MAI	FM	0	A
07/20/87	2,700.0000	GT131	5404	AREA MGR-PRODCTN/MAI	TR	0	A
07/06/87	2,700.0000	GT131	132	AREA MGR-PRODCTN/MAI	RC	0	A
05/16/86	2,700.0000	GT131	5500	AREA MGR-PRODCTN/MAI	LD	0	A
12/01/85	2,700.0000	GT131	5500	AREA MGR-PRODCTN/MAI	ME	0	A
11/01/84	2,530.0000	GT131	5500	SUPERVISOR-PROD REC &	ME	0	A

07/01/83	2,410.0000	GTR GADSDE	5500	SUPERVISOR-PROD REC &	ME	0	A
02/01/82	2,270.0000	GTR GADSDE	5500	SUPERVISOR-PROD REC &	ME	0	A
10/01/81	2,064.0200	GTR GADSDE	5500	SUPERVISOR-PROD REC &	GC	0	A
07/01/81	2,022.5200	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
04/01/81	1,981.0200	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
01/01/81	1,939.5200	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
??/?1/80	1,898.0200	GT131	5500	SUPERVISOR-PROD REC &	ME	0	A

EMPLOYEE: MYERS, DONALD B EMPLOYEE NUMBER: 303-60-0530

= = = JOB/SALARY = = =

AS OF	BASE RATE	LOCATION	DEPT	TITLE	TYP	GRADE	EEO
10/01/80	1,808.0200	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
07/01/80	1,776.8200	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
04/16/80	1,716.1500	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
04/01/80	1,690.1500	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
01/01/80	1,655.4800	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
12/01/79	1,627.7500	GT131	5500	SUPERVISOR-PROD REC &	ME	0	A
10/01/79	1,552.7500	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A

07/01/79	1,518.0800	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
04/16/79	1,452.2100	GT131	5500	SUPERVISOR-PROD REC &	GI	0	A
04/16/79	1,486.8800	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
04/01/79	1,396.7100	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
01/01/79	1,370.7100	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
10/01/78	1,348.1800	GT131	5500	SUPERVISOR-PROD REC &	GC		A
07/01/78	1,318.7100	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
05/16/78	1,294.4400	GT131	5500	SUPERVISOR-PROD REC &	TR	0	A
05/01/78	1,294.4400	GT900	1053	OUTSIDE PLNT SQD TRAI	GI	0	B
04/01/78	1,250.9400	GT900	1053	OUTSIDE PLNT SQD TRAI	GC	0	B
01/01/78	1,240.5400	GT900	1053	OUTSIDE PLNT SQD TRAI	GC	0	B
11/16/77	1,231.8700	GT900	1053	OUTSIDE PLNT SQD TRAI	NH	0	B

= = = TRAINING INFORMATION = = =

AS OF	COURSE	COURSE DESCRIPTION
03/07/00	GD1034	OFF THE JOB SAFETY
03/07/00	GD1018	RADIATION--MISCELLANEOUS
03/07/00	GD1001	ASBESTOS--MISCELLANEOUS
03/07/00	GD1002	CONFINED SPACES--MISCELLANEOUS
03/07/00	GD1054	HOIST TRAINING/INSPECTION
03/07/00	GD1014	LOCKOUT/TAGOUT--MISCELLANEOUS
03/07/00	GD1007	FIRE SAFETY—MISCELLANEOUS

03/07/00	GD1004	ELECTRICAL SAFETY—MISCELL
03/07/00	GD1009	HAZCOM—MISCELLANEOUS
03/07/00	GD1066	MATERIAL HANDLING (BACK CARE)
03/07/00	GD1006	ERGONOMICS--MISCELLANEOUS
03/07/00	GD1013	LASERS—MISCELLANEOUS
03/07/00	GD1055	BLOOD-BORNE PATHOGENS
03/07/00	GD1011	HEAT STRESS—MISCELLANEOUS
03/07/00	GD1065	ACCESS TO EYEWASH
03/07/00	GD1010	HEARING CONSERVATION—MISC
03/07/00	GD1016	PERSONAL PROTECTION EQUI—MISC
03/07/00	GD1022	ACCIDENT PREVENTION SIGNS
03/07/00	GD1029	EMERGENCY PLANS RESPONSE
03/07/00	GD2001	ACCIDENT INVESTIGATION
03/07/00	GD1027	ACCESS TO RECORDS
03/07/00	GD1067	GENERAL SAFETY AWARENESS
10/28/99	GTPHS3	GBS SPEC CHANGE CONTROL III
10/28/99	GTPHS1	GBS SPEC CHANGE CONTROL I
08/27/99	GTPHT1	GBS TIRE SPECIFICATION I
08/27/99	GTPHS2	GBS SPEC CHANGE CONTROL II
08/27/99	GTPHS1	GBS SPEC CHANGE CONTROL I

EMPLOYEE: MYERS, DONALD B EMPLOYEE NUMBER: 303-60-0530

= = = TRAINING INFORMATION = = =

AS OF	COURSE	COURSE DESCRIPTION
08/27/99	GTPHOV	GBS OVERVIEW
08/27/99	GTPHNG	GBS GRAPHICAL NAVIGATION
12/02/98	GD8086	GBS AS/400 PLANT SPEC
11/09/98	GD8068	MS EXCELL BASIC
09/28/98	GD8005	MS WORD BASICS
09/09/98	GD6222	BUSINESS CONDUCT
09/04/98	GD1015	MILL RESCUE--MISCELLANEOUS
06/11/98	GD4B03	BAR CODING INTRODUCTION
09/12/97	GD1059	PERSONNEL TRANSPORT VEH REVIEW
02/28/97	GD7048	ISO9000 PJ INTERNAL AUDITOR
01/25/97	GD7057	QS9000-CONCEPT & INTERPRET
10/02/96	GD7055	ISO 9000 ELEMENT STUDY
09/26/93	MFG001	ADVANCED LEADERSHIP SKILLS
03/17/89	MFG004	AREA MANAGER TIRES

***** END OF DOCUMENT *****

06/02/00 GOODYEAR EMPLOYEE MANAGEMENT SYSTEM PAGE: 001
07:44:26 ** EMPLOYEE PROFILE ** FROM:01/01/60

EMPLOYEE: THOMPSON, JERRY S EMPLOYEE NUMBER: 422-82-3807

=== CURRENT INFORMATION ===

1?? SHADOW WOOD COVE DOB: 08/09/55 DOD: SEX: M AGE: 45
MARTIN TN 38237 CSD: 08/20/75 PSD: 08/20/75 JSD: 04/16/99
RACE: WHITE HNCP: NOT DISABLED
VET: NO MILITARY CIT:

213

STATUS: A ACTIVE EMPCC: FS FULL TIME SALARIED GRADE: UNREP:

POS: 58506517463 TITLE: AREA MANAGER-PRODUCTION/MAINTE FLSA: 2
DEPT: 1512 LOCN: GT129 MIN: 3,671 MID: 4,956 MAX: 6,241
ORG1: PRODUCT SUPPLY ORG2: NORTH AMERICAN TIRE ORG3: GTR UNION CITY PLT
BASRT: 5,337.4600 PYRCD: 10032 PAY FREQ: S BASE FREQ: M MERIT BUDGET: 00157

=== JOB/SALARY ===

AS OF	BASE RATE	LOCATION	DEPT	TITLE	TYP	GRADE	EEO
04/16/99	5,337.4600	GTR DANVIL	1512	AREA MGR-PRODCTN/MAI	MS	0	A
04/16/99	5,046.3300	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	IP	0	A
05/01/98	4,852.2400	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	IP	0	A

?1/01/97	4,692.2400	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	IP	0	A
04/01/95	4,560.0000	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	TO	0	A
04/01/95	4,440.0000	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	IP	0	A
?2/01/95	4,320.0000	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	IC	0	A
04/01/94	4,320.0000	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	IC	0	A
?1/01/94	4,320.0000	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	SC	0	A
09/01/93	4,320.0000	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	ME	0	A
07/01/92	4,120.0000	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	ME	0	A
??/16/92	3,870.0000	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	DC	0	A
??/01/91	3,870.0000	GTR GADSDE	5510	AREA MGR-PRODCTN/MAI	RO	0	A
??/01/91	3,870.0000	GTR GADSDE	5510	AREA MGR-PRODCTN/MAI	Me	0	A
??/01/90	3,720.0000	GTR GADSDE	5510	AREA MGR-PRODCTN/MAI	Me	0	A
??/??/89	3,460.0000	GTR GADSDE	5510	AREA MGR-PRODCTN/MAI	Ro	0	A
??/??/89	3,460.0000	GT131	5510	AREA MGR-PRODCTN/MAI	Me	0	A
??/01/88	3,210.0000	GT131	5510	AREA MGR-PRODCTN/MAI	Me	0	A
??/01/87	3,010.0000	GT131	5510	SUPERVISOR-PROD REC &	Me	0	A
??/01/85	2,860.0000	GT131	5510	SUPERVISOR-PROD REC &	Me	0	A
??/01/84	2,655.0000	GT131	5500	SUPERVISOR-PROD REC &	Me	0	A
??/01/83	2,435.0000	GTR GADSDE	5500	SUPERVISOR-PROD REC &	ME	0	A
??/16/82	2,230.0000	GTR GADSDE	5500	SUPERVISOR-PROD REC &	RS	0	A
??/29/82	2,230.0000	GTR GADSDE	5500	SUPERVISOR-PROD REC &	LA	0	A
??/01/82	2,230.0000	GTR GADSDE	5500	SUPERVISOR-PROD REC &	ME	0	A
??/01/81	2,054.0200	GTR GADSDE	5500	SUPERVISOR-PROD REC &	GC	0	A

??/01/81	2.012.5200	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
??/01/81	1,971.0200	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
??/01/81	1,929.5200	GT131	5500	SUPERVISOR-PROD REC &	ME	0	A
??/01/81	1,849.5200	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
??/01/80	1,808.0200	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
??/01/80	1,776.8200	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
??/16/80	1,716.1500	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A

EMPLOYEE: THOMPSON, JERRY S EMPLOYEE NUMBER: 422-82-3807

= = = JOB/SALARY = = =

AS OF	BASE RATE	LOCATION	DEPT	TITLE	TYP	GRADE	EEO
04/01/80	1,690.1500	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
01/01/80	1,655.4800	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
12/01/79	1,627.7500	GT131	5500	SUPERVISOR-PROD REC &	ME	0	A
10/01/79	1,552.7500	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
07/01/79	1,518.0800	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
04/16/79	1,452.2100	GT131	5500	SUPERVISOR-PROD REC &	GI	0	A
04/16/79	1,486.8800	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A

04/01/79	1,396.7100	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
01/01/79	1,370.7100	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
10/01/78	1,348.1800	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
07/16/78	1,318.7100	GT131	5500	SUPERVISOR-PROD REC &	TR	0	A
07/01/78	1,318.7100	GT900	1053	OUTSIDE PLNT SQD TRAI	GC	0	B
05/01/78	1,294.4400	GT900	1053	OUTSIDE PLNT SQD TRAI	GI	0	B
04/01/78	1,250.9400	GT900	1053	OUTSIDE PLNT SQD TRAI	GC	0	B
?1/16/78	1,240.5400	GT900	1053	OUTSIDE PLNT SQD TRAI	TX	0	B
?1/14/77	1,240.5400	GTR GADSDE	1540	SORT TIRES, SERVIC	TR	0	I
09/09/77	1,240.5400	GTR GADSDE	1515	SORT WSW FOR RIB G	TR	0	G
09/09/77	1,240.5400	GTR GADSDE	1540	MAINT/LN.SRT.TIRES	TR	0	G
?2/07/77	1,240.5400	GTR GADSDE	1540	MAINT/LN.SRT.TIRES	RS	0	G
?2/23/76	1,240.5400	GTR GADSDE	1540	MAINT/LN.SRT.TIRES	LA	0	G
09/05/75	1,240.5400	GTR GADSDE	1540	MAINT/LN.SRT.TIRES	TR	0	
09/05/75	1,240.5400	GTR GADSDE	3524	VACATION REPLACEME	TR	0	G
08/20/75	1,240.5400	GTR GADSDE	3524	VACATION REPLACEME	NH	0	G

= = = TRAINING INFORMATION = = =

AS OF	COURSE	COURSE DESCRIPTION
04/14/00	UC8148	TRU TRACK-PAYROLL REFRESHER
11/22/99	UC1065	ANNUAL = TEST OUT PROCEDURE
07/27/99	UC6171	PERFORMANCE MGT / 360 DEGREE

04/27/99	UC6005	AREA MANAGER OJT
04/27/99	UC6248	PRODUCTION PROCESS – B
04/14/99	UC1065	ANNUAL = TEST OUT PROCEDURE
04/14/99	UC4C15	1512 – SPECS/TOL/SPOT CARD
04/14/99	UC7052	QS9000 – PROCESS
04/14/99	UC7101	PRODUCT SAFETY:INTER AWARENESS
04/13/99	UC6093	NEW HIRE ORIENTATION
04/12/99	UC7068	QS9000 – COMPUTER BY JOB CODE
04/12/99	UC7052	QS9000 – PROCESS
04/12/99	UC7050	QS9000 – COMPUTER APPLICATIONS
04/12/99	UC7097	UNIFORMITY; MEASURE OF SUCCESS
02/10/99	GD1050	ZERO TOLERANCE/ASSOC-HARASSMT
06/25/98	GD4B03	BAR CODING INTRODUCTION
05/04/98	GD7055	ISO 9000 ELEMENT STUDY
01/06/98	GD1068	SEXUAL HARASSMT STRATEGY-MGMT
09/11/97	GD1059	PERSONNEL TRANSPORT VEH REVIEW
10/19/96	GD7057	QS9000-CONCEPT & INTERPRET
10/02/96	GD7055	ISO 9000 ELEMENT STUDY
07/15/96	GD7053	ISO PUBLIC VIEW
05/07/93	MFG001	ADVANCED LEADERSHIP SKILLS

EMPLOYEE: THOMPSON, JERRY S EMPLOYEE NUMBER: 422-82-3807

= = = TRAINING INFORMATION = = =

AS OF	COURSE	COURSE DESCRIPTION
01/01/88	MFG004	AREA MANAGER TIRES

***** END OF DOCUMENT *****

06/02/00 GOODYEAR EMPLOYEE MANAGEMENT SYSTEM PAGE: 001
07:44:00 ** EMPLOYEE PROFILE ** FROM:01/01/60

EMPLOYEE: TODD, JIMMY R EMPLOYEE NUMBER: 420-60-0358

=== CURRENT INFORMATION ===

1?? COUNTY RD 405
LEESBURG AL 35983

DOB: 04/08/47 DOD: SEX: M AGE: 53
CSD: 07/07/69 PSD: 07/07/69 JSD: 00/00/00
RACE: WHITE HNCP: NOT DISABLED
VET: VET-OTHER CIT:

STATUS: A ACTIVE EMPCC: FS FULL TIME SALARIED GRADE: UNREP:

POS: 46006517463 TITLE: AREA MANAGER-PRODUCTION/MAINTE FLSA: 2
DEPT: 1430 LOCN: GT131 MIN: 3,671 MID: 4,956 MAX: 6,241
ORG1: PRODUCT SUPPLY ORG2: NORTH AMERICAN TIRE ORG3: GTR GADSDEN PLT
BASRT: 4,662.0000 PYRCD: 10011 PAY FREQ: S BASE FREQ: M MERIT BUDGET: 00151

=== JOB/SALARY ===

AS OF	BASE RATE	LOCATION	DEPT	TITLE	TYP	GRADE	EEO
09/01/97	4,662.0000	GTR DANVIL	1430	AREA MGR-PRODCTN/MAI	DC	0	A
?1/01/97	4,662.0000	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	IC	0	A
?2/01/95	4,662.0000	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	IC	0	A

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04/01/94	4,662.0000	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	IC	0	A
?2/01/94	4,662.0000	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	ME	0	A
??/01/94	4,412.0000	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	SC	0	A
??/01/92	4,412.0000	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	ME	0	A
??/??/92	4,162.0000	GTR GADSDE	5520	AREA MGR-PRODCTN/MAI	DC	0	A
??/??/91	4,162.0000	GTR GADSDE	3530	AREA MGR-PRODCTN/MAI	RO	0	A
??/01/91	4,162.0000	GTR GADSDE	3530	AREA MGR-PRODCTN/MAI	ME	0	A
??/01/90	3,962.0000	GTR GADSDE	3530	AREA MGR-PRODCTN/MAI	ME	0	A
??/16/89	3,703.0000	GTR GADSDE	3530	AREA MGR-PRODCTN/MAI	RO	0	A
??/16/89	3,703.0000	GTR GADSDE	3530	AREA MGR-PRODCTN/MAI	TR	0	A
??/25/89	3,703.0000	GTR GADSDE	0000	GENERAL OPERATOR	TR	0	G
??/01/89	3,703.0000	GT131	3530	AREA MGR-PRODCTN/MAI	ME	0	A
??/01/89	3,429.0000	GT131	3530	AREA MGR-PRODCTN/MAI	TR	0	A
??/16/87	3,429.0000	GT131	253	AREA MGR-PRODCTN/MAI	ME	0	A
??/16/86	3,264.0000	GT131	253	AREA MGR-PRODCTN/MAI	ME	0	A
??/13/85	3,079.0000	GT131	253	SUPERVISOR-PROD REC &	TR	0	G
??/01/85	3,079.0000	GT131	352A	SUPERVISOR-PROD REC &	ME	0	A
??/01/84	2,829.0000	GT131	352A	SUPERVISOR-PROD REC &	ME	0	A
??/01/83	2,620.0000	GTR GADSDE	5500	SUPERVISOR-PROD REC &	ME	0	A
??/01/82	2,361.0200	GTR GADSDE	5500	SUPERVISOR-PROD REC &	ME	0	A
??/01/81	2,101.0200	GTR GADSDE	5500	SUPERVISOR-PROD REC &	GC	0	A
??/01/81	2,059.5200	GT131	352A	SUPERVISOR-PROD REC &	GC	0	A
??/01/81	1,918.0200	GT131	352A	SUPERVISOR-PROD REC &	GC	0	A

??/01/81	2,018.0200	GT131	352A	SUPERVISOR-PROD REC &	FM	0	A
??/01/81	1,876.5200	GT131	352A	SUPERVISOR-PROD REC &	GC	0	A
??/01/81	1,835.0200	GT131	352A	SUPERVISOR-PROD REC &	GC	0	A
??/01/80	1,803.8200	GT131	352A	SUPERVISOR-PROD REC &	GC	0	A
??/01/80	1,743.1500	GT131	352A	SUPERVISOR-PROD REC &	GC	0	A
??/16/80	1,939.5200	GT131	352A	SUPERVISOR-PROD REC &	GC	0	A
??/ 01/80	1,717.1500	GT131	352A	SUPERVISOR-PROD REC &	GC	0	A
??/16/80	1,682.4800	GT131	352A	SUPERVISOR-PROD REC &	ME	0	A

EMPLOYEE: TODD, JIMMY R EMPLOYEE NUMBER: 420-60-0358

= = = JOB/SALARY = = =

AS OF	BASE RATE	LOCATION	DEPT	TITLE	TYP	GRADE	EEO
01/01/80	1,580.4800	GT131	352A	SUPERVISOR-PROD REC &	GC	0	A
10/01/79	1,552.7500	GT131	352A	SUPERVISOR-PROD REC &	GC	0	A
07/01/79	1,518.0800	GT131	352A	SUPERVISOR-PROD REC &	GC	0	A
04/16/79	1,452.2100	GT131	352A	SUPERVISOR-PROD REC &	GI	0	A
04/16/79	1,486.8800	GT131	352A	SUPERVISOR-PROD REC &	ME	0	A
04/01/79	1,396.7100	GT131	352A	SUPERVISOR-PROD REC &	GC	0	A

01/01/79	1,370.7100	GT131	352A	SUPERVISOR-PROD REC &	GC	0	A
?0/01/78	1,348.1800	GT131	352A	SUPERVISOR-PROD REC &	GC	0	A
09/16/78	1,318.7100	GT131	5500	SUPERVISOR-PROD REC &	GC	0	A
07/01/78	1,318.7100	GT900	1053	OUTSIDE PLNT SQD TRAI	TR	0	B
05/01/78	1,294.4400	GT900	1053	OUTSIDE PLNT SQD TRAI	GC	0	B
04/01/78	1,250.9400	GT900	1053	OUTSIDE PLNT SQD TRAI	GI	0	B
??/01/78	1,240.5400	GT900	1053	OUTSIDE PLNT SQD TRAI	GC	0	B
05/02/77	1,240.5400	GTR GADSDE	3550	HOURLY SUPERVISOR	TS	0	I
04/24/72	1,240.5400	GTR GADSDE	3550	BUILD TIRES PB MAC	TR	0	G
04/24/72	1,240.5400	GTR GADSDE	1411	BEAD SERVICE-HAND	TR	0	
??/07/72	1,240.5400	GTR GADSDE	1411	BEAD SERVICE-HAND	TR	0	
??/05/69	1,240.5400	GTR GADSDE	3550	BUILD TIRES PB MAC	TR	0	G
??/07/69	1,240.5400	GTR GADSDE	3411	BUILD BAND-BANNER	NH	0	

= = = TRAINING INFORMATION = = =

AS OF	COURSE	COURSE DESCRIPTION
03/11/99	GD1015	MILL RESCUE--MISCELLANEOUS
02/02/99	GD1050	SEXUAL HARRASSMENT
01/06/99	GD1068	SEXUAL HARASSMT STRATEGY-MGMT
12/17/98	GD1015	MILL RESCUE—MISCELLANEOUS
09/09/98	GD6222	BUSINESS CONDUCT
09/09/97	GD1059	PERSONNEL TRANSPORT VEH REVIEW

08/15/97	GD1055	MILL RESCUE—MISCELLANEOUS
02/24/97	GD4A01	COMPUTER INVENTORY STORAGE
02/19/97	GD7057	QS9000-CONCEPT & INTERPRET
10/02/96	GD7055	ISO 9000 ELEMENT STUDY
07/15/96	GD7053	ISO PUBLIC VIEW
06/06/94	MFG001	ADVANCED LEADERSHIP SKILLS
06/01/87	MFG004	AREA MANAGER TIRES

***** END OF DOCUMENT *****

LILLY LEDBETTER			
YEAR	**ENDING SALARY**	**RAISE**	**PERCENTAGE**
1979	$1552	--	--
1980	$1794	$242	15.59%
1981	$1960	$166	9.25%
1982	$2110	$150	7.65%
1983	$2245	$135	6.39%
1984	$2365	$120	5.34%
1985	$2535	$170	7.19%
1986	$2535	$0	0
1987	$2535	$0	0
1988	$2535	$0	0
1989	$2687	$152	5.99%
1990	$2687	$0	0
1991	$2928	$241	8.86%
1992	$3123	$195	6.65%

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA

EASTERN DIVISION

LILLY M. LEDBETTER	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**Civil Action Number:**
	)	**CV-99-C-3137-E**
GOODYEAR TIRE AND	)	
RUBBER COMPANY,	)	
INC.,	)	
	)	
Defendant.	)	

PLAINTIFF'S LOST WAGES SUBMISSION PURSUANT TO COURT'S INSTRUCTION AT THE MAY 30, 2003 HEARING

COMES NOW the plaintiff, Lilly M. Ledbetter, by and through her undersigned counsel, and submits the attached backpay chart in compliance with this Court's instruction at the May 30, 2003 hearing.

1. Pursuant to this Court's instructions, the plaintiff has calculated her backpay from two years before she filed her EEOC Charge to her last date of employment. That period of time is from March 25, 1996 to November 1, 1998.

2. The plaintiff compared her salary to Terry Amberson, a comparator whom she presented to the jury.

3. In performing her backpay calculation, the plaintiff computed interest to June 2, 2003, and subtracted out her interim earnings. As of June 2, 2003, the plaintiff's backpay totaled **$41,683.74** (See EX A).

4. In addition, as the plaintiff's counsel mentioned in the May 30, 2003 hearing, when the plaintiff retired she testified that she received a severance package at eighty-percent (80%) of her salary[1]. On the date of her retirement, the plaintiff received $28,898. (Ledbetter p. 58, EX C). Had Ledbetter retired at the salary Terry Amberson was receiving, she would have received $38,141.16, or an additional $9,242.58 in her severance package. (EX D). When interest is computed from November 1, 1998, the date she received her severance package, to June 2, 2003, that number is **$12,917.42**. (EX E).

5. Adding the backpay number **($41,683)** to the additional severance number **($12,917)** equals **$54,601.16**.

Wherefore, premises considered, for her Title VII backpay claim based on the non overtime salary numbers, and limited to the time period of 3/25/96 to 6/2/03, the plaintiff moves this Court to award her $54,601.16 in lost wages in addition to the compensatory and punitive damages awarded by the jury.

Respectfully submitted,

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Jon C. Goldfarb
Attorney for plaintiff

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[1] Goodyear's 80% rule yields a result actually less than 80%. The number is derived by dividing the entire yearly salary by 52 weeks, multiplying that number by a specific multiplier, which is based upon years of service, and then taking 80% of that number. (See EX B p. 3).

OF COUNSEL:

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served by placing a copy of same in the Unites States mail, postage prepaid and addressed as follows:

Mr. Jay St. Clair
Mr. Ronald H. Kent, Jr.,
Bradley, Arant, Rose & White, LLP
One Federal Place
1819 5th Avenue North
Birmingham, Alabama 35203

This the _____ day of _____ 2003.

_____
OF COUNSEL

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A. Yes, sir. There were some other squads there that had moved on up prior to us, but we were one squad.

Q. Tell me who all was in your squad, Ms. Ledbetter.

A. Goodness. I can't remember Jerry's last name. Jerry was hired in from J. C. Penney company out of Chattanooga. Hew as an assistant store manager with him. And he works for the City of Gadsden now. He went to the tube plant.

Gary Howard, who was already – he was in accounting at Goodyear, and he took the manager's training position. He came out of IBM or accounting. And he went in truck and tractor, I believe.

And then there was a guy named Ray, and he had worked for Goodyear already, and he took – I believe he worked in shipping before. And I don't – I believe he went

in passenger tires, but I am not sure, I don't (begin p. 32) remember.

And Helen Black was already a good year union employee. She was the only union employee. And she went on the squad, and I don't remember what division she went in, I am sorry. But there were five divisions and five of us, and each one of us went in a different one.

Q. I got you.

A. I just know the important, I went to the radial plant.

Q. Yes, and I am just trying to get a picture of it in my mind. Did y'all hire in about the same time? Was the squad all hired the same day, for example, or just how –

A. We all became supervisor trainees at the same time and became supervisors at the same time.

Q. Okay. And did y'all stay together as a group during this about eight-month period?

A. Training? (begin p. 33)

Q. Yes, ma'am.

A. Yes, sir. And then we would report back for meetings periodically to see how our evaluations were coming on our work performance as a group and take tests.

Q. Was there sort of an internal competition between the five of y'all?

A. Definitely. Definitely.

Q. Do y'all have class reunions?

A. Well, most everybody has moved on. Jerry got laid off in 1985, and he went to work for the city and never came back. I can't remember his last name. He was a real sharp young man. And Gary, he was still working at the plant. He is – I understand has cancer right now, though, and he is very ill, but he is still working. And Helen, she went back in the union. She didn't stay on salary too many years.

Q. Do you know what she is doing now?

DEPOSITION OF LILLY LEDBETTER
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Tucker -- he didn't call him by name, but he was your prior --

A. he said the evaluation. You know, the evaluation, according to what I had been told, was one of the better ones I had had. In fact, I got an eight percent raise.

Q. Let's talk about that. Do you remember the meeting that you had when you received that raise?

A. It was very short. Mike had overslept and was late that morning when he cam in, and he rushed it and it was probably approximately eight to ten minutes.

Q. Okay. Do you member anything about what was said during that meeting?

A. It was so rushed. And at the end I asked about a raise, and he said it would be very low because there hadn't been much money provided that year. And he had t leave at that time, so the next (begin p. 121) day I asked for another quick meeting with him to – I wanted to go back over some questions I had, what I could do to get my raise. I needed to earn an increase in pay. And what I could do, I wanted to get in line with where my peers were, because I told him at that time that I knew definitely that they were all making a

thousand at least more per month than I was and that I would like to get in line. Because I was still below the midpoint. I had never got the money up to reach the midpoint. And I felt like that I should be up in line with my peers, and I needed to know what I needed to do in order to achieve that.

Q. And that conversation happened when?

A. It was the next day after the initial evaluation. Because Mike didn't have time to stay and talk, and I didn't get to ask my questions.

Q. Okay, Well, are we talking (begin p. 122) about in 1995?

A. I believe that is correct.

Q. So when you had this conversation with Mike Tucker about the 1995 evaluation, you told him then that you wanted to try to get your pay more in line with your peers?

A. That's correct.

Q. How did you know what your peers were earning?

A. Different people that I worked for along the way had always told me that my pay was extremely low.

Q. And when you say people you worked for, you are talking abut your managers?

A. Yes. Kim Whitman had told me that.

Q. Okay. And did he tell you it (begin p. 123)was low in comparison to your peers?

A. Yes.

Q. And he was your manager in 1992?

A. Yes, sir.

Q. So you knew in 1992 that you were being paid less than your peers?

A. Yes, sir.

Q. And you knew that throughout 1993, 1994 and 1995?

A. I didn't know how much at that time.

Q. Yes, ma'am.

A. I didn't learn that until – how much difference until probably about 1994 and '95.

Q. And when you came to know in 1994 or 1995 exactly how much you were earning less than your peers, how did you come to know that?

A. Gosh, I don't remember. I don't really know. I don't really remember that.

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timely as they were supposed to be.

Q. What was the other one that you clearly remember when you were asked to sign it that it did not have the numerical rating completed on the last page?

A. I don't know which one. I just remember I signed one that didn't have anything written in it.

Q. While we are talking about this, let me make sure I understand the conversations that happened about your raise in connection with this. When you sat down with Mike Tucker and went over this performance evaluation marked as Defendant's Exhibit 2, did he tell you at that time what your raise would be?

A. No, sir, not exactly. No. the one that was rushed – again, I go back to this being dated '96 up here and this '95, but it was rushed. It was in '95 in reference to the '95 evaluation. It seems to me that when I went back for (begin p. 144) the second meeting with him, he told me six percent. But I actually received eight.

Q. when he told you six percent, did he say anything about that or explain whey that number was the one or give you any explanation for how that amount was determined?

A. Usually they always based in on the amount of money they said that had been provided to hem to distribute amongst their area managers.

Q. Yes ma'am, I understand that. But my question is do you member – and maybe you don't remember, and if you don't that is fine. But do you remember what Mike Tucker said to you about that raise? Did he say anything to you about how that amount was determined? I

am not asking you how it was normally done. I am asking do you remember what words came out of Mike Tucker's mouth?

A. No, sir, I do not remember (begin p. 145) exact words.

Q. do you remember – putting aside exact words, do you remember the substance of what was said?

A. No, sir, at this time I don't It might – I might remember later, but right now I don't remember what he said.

Q. Okay. And when it eventually turned out that your raise was higher than what he told you it was going to be, did you ever have any discussions with anyone at Goodyear management about that?

A. Well, I had talked to Mr. Tucker on several occasions about my money, because even with the eight percent, I still was not at midpoint. And the men – my peers were still getting their raises. So I could never catch up. And I explained that to him. There was no way I could ever catch up, there was no hope unless I could get some help along the way. And I felt somewhere that I had earned and

been -- and should (begin pl 146) be recognized that I could do that. And that is what I wanted. I needed that help. And I finally broke down and asked for it with it.

Q. And that is the conversations you had with Mike Tucker?

A. Because even with the eight percent, I was still behind.

Q. Right. You were earning less than your peers --

A. Right.

Q. -- the other area managers?

A. (Nodding head affirmatively.)

Q. Now, when you say your peers, to whom are you referring, what group of people?

A. the other – at that time tire room managers.

Q. Nto area managers throughout the whole plant? In your mind, your peers were the other tire room managers?

A. That's correct.

Q. And you knew that you were (begin p. 147) earning less than them?

A. Yes.

Q. And, in fact, you were talking to Mike Tucker about wanting to get your salary closer to theirs?

A. Right.

Q. and it happened that these other people who you describe as your peers – were they all men?

A. Uh-huh, yes. They were all men in the tire room. I was the only female. That was usually everywhere I worked, there was very few women.

Q. How frequently would you get a raise or were you eligible for a raise as an area manager?

MS. BULLOCK: Object to the form.

Q. I am just trying to understand was it done every year, first of January or –

A. Some people would receive raises more often than others. Mike

DEPOSITION OF LILLY LEDBETTER
pp. 278-280

A. Management trainees. And that was – I was not allowed to participate in that.

Q. Who stopped you from participating in that?

A. Mike Tucker.

Q. Tell me about that.

A. He said he didn't have anyone to put in my job to cover it.

Q. and you don't believe that was the real reason?

A. Well, they could – they would have done – or should have done like they have always done before, worked overtime. That is what they did in other areas where they used area managers.

Q. did you make it known that you wanted to be a part of this interviewing process?

A. I didn't ask for it, because I didn't have any idea that me being low seniority that I would be selected. But when I talked to Kelly Southworth in (begin p. 279)

reference – she was the EEO representative and among other thinks in that title. I went to her and talked to her about my low pay and what I would do to get it up. And I thought maybe by her being a female, she could tell me what I could do.

Q. When did you talk to Kelly?

A. It was while I was working for Mike tucker and I kept asking for raises and I wasn't getting anywhere. Mike was I believe my boss at the time. And I went over to talk to her and she said that she would do an investigation and get back with me. And about -- sometime alter, a month, or it was a long period, I ran into her one morning. And she said oh, I haven't completed that, I have been doing other things. And I said – she said but I will let you know when I complete it. And the next thing I knew, she was transferring out of Godsden, and I never heard anything from it.

(begin p. 280) But she tried – she then was putting this group of people together. And after having I guess talked to me, she put my name down. She put my

name on the list. And she did tell me that. She said I put your name on the list, but they wouldn't allow you – Mike Tucker would not – to participate. And then –

Q. Did you ever talk to Mike about that?

A. Mike talked to me, He told me I could not, and he sent me a memo and went over it too, he said to make sure that I understood that I have read it and that I would not be participating.

Q. Is that in these papers that –

A. I don't know. I don't know. I really don't know, sir, if I – I believe I did. I believe I turned that in. I don't know if it is here but – I believe that was some of the last papers I brought in this morning.